

 SOLICITATION, OFFER AND AWARD Capital Procurement Division	1. Solicitation No.: <p style="text-align: center;">GF-2011-R-0030</p> CONSTRUCTION OF THE NEW STUDENT CENTER FOR THE UNIVERSITY OF THE UNIVERSITY OF COLUMBIA, VAN NESS CAMPUS	2.Type: <input type="checkbox"/> <u>Sealed Proposal (IFB)</u> <input checked="" type="checkbox"/> <u>Negotiated (RFP)</u>	3. Date Issued: <p style="text-align: center;">9-30-11</p>	Page 1 of 148
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4. Contract Number	5. Requisition/Purchase Request No.	6. <input checked="" type="checkbox"/> Open Market with Mandatory 40% SBE subcontracting set aside in accordance with Section M, Paragraph M.6.6 <input type="checkbox"/> SBE Set-Aside
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7. Issued By: University of the University of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Building 38, Room C01 Washington, DC 20008	8. Address Offer To: University of the University of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Building 38, Room C01 Washington, DC 20008
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9. For information contact:	A. Name: Caseeda S. Moody	B. Telephone (No collect calls)			C. E-mail Address cmoody@udc.edu
		(Area Code) 202	(Number) 274-5774	(Ext)	

IMPORTANT - The "offer" section of this form, must be fully completed by the offeror.

SOLICITATION

NOTE: In sealed proposal solicitations "offer" and "offeror" mean "proposal" and "offeror"

10. Sealed offers in "original" plus 4 copies to perform the work required will be received at the place **specified in item 8, or if hand carried, to the proposal counter located at address shown in item 8 until 2:00 PM local time on 10/20/11**

Pickup -- Monday, October 3, 2011, after 12:00 noon

11. The University requires performance of the work described in strict accordance with the following:

<u>Description</u>	<u>Section</u>	<u>Pages</u>
• Solicitation/Offer/Award Form	---	Section -A, pages: 1-2
• Schedule for Construction, Alterations, Repair, Price	---	Section - B, pages: 3-4
• Scope/Specifications/Drawings	---	Section - C, pages: 5-20
• Packaging and Markings	---	Section - D, pages: 21
• Inspection and Acceptance	---	Section - E, pages: 22
• Deliveries and Performances	---	Section - F, pages: 23
• Contract Administration Data	---	Section -G, pages: 24-65
• Special Contract Requirements	---	Section - H, pages: 66-99
• Contract Clauses	---	Section - I, pages: 100-117
• List of Attachments	---	Section - J, pages: 118
• Representations, Certifications and other statements Of Offerors	---	Section - K, pages: 119-130
• Instructions, Conditions and other Notices to Offerors	---	Section - L, pages: 131-142
• Evaluation Factors for Award	---	Section - M, pages: 143-148

12. The Contractor shall begin performance and complete all the work within 292 calendar days from the date specified in the written Award **Notice to Proceed** . This performance period is **Mandatory** **Negotiable**

13. The Contractor must furnish the required performance and payment bonds.

yes, within ten **(10)** calendar days after receiving the Notice of Intent to Award **no**

14. Additional Solicitation Considerations

- A. All proposals are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference
- B. A PROPOSAL GUARANTEE is required is not required

Government of the University of Columbia

Office of Contracting and Procurement

STANDARD FORM A - Dated May 2001

OFFER (Must be fully completed by offeror)

Construction of the New Student Center for the University
of the University of Columbia, Van Ness Campus

Solicitation No. GF-2011-R-0030

15. Name, Company Name and Address of Offeror (with zip code)				16. Telephone No. ()				18. Remittance Address (if different than item 15).			
				17. E-mail address							
19. The offeror agrees to perform the work required at the prices specified herein and according to the PROPOSAL SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, if this offer is accepted by the University in writing within 90 calendar days after the date offers are due.											
20. The offeror agrees to furnish any required performance and payment bonds.											
21. ACKNOWLEDGEMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to the solicitation (number and date each)											
Amendment Number											
Date											
22. Name and Title of person authorized to sign offer (Type or Print)						22A. Signature				22B. Offer	
AWARD (To be completed by the University)											
23. Amount				24. Accounting and Appropriation data							
25. PAYMENT WILL BE MADE BY: Office of the Chief Financial Officer 4200 Connecticut Avenue, NW Washington, DC 20008						26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)					
CONTRACTING OFFICER WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE											
27. <input type="checkbox"/> NEGOTIATED AGREEMENT (The Contractor is required to sign this document and return__ copies to the issuing office). The Contractor agrees to furnish and deliver all items or perform all work requirements for the consideration stated in this contract. The rights and obligations of the parties of this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications and specifications incorporated by reference in or attached to this contract.						28. <input type="checkbox"/> AWARD (The Contractor is not required to sign this document). Your offer on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
29. Name and Title of Contractor or Person Authorized to Sign (Type or Print)						30. Name of Contracting Officer (Type or Print)					
29A. Signature			29B. Date			30A. Signature			30B. Date		

STANDARD FORM A - Dated May 2001

PART I

SECTION B: SCHEDULE FOR CONSTRUCTION, ALTERATIONS, REPAIRS PRICE

B.1 The University of the District of Columbia through the Capital Procurement Division is seeking a contractor to provide all labor, materials and equipment for Construction of the New Student Center in accordance with the Scope, Drawings and Specifications titled “University of the University of Columbia”.

This Request for Proposal (RFP) is designated as an **Open Market Procurement with 40% Subcontracting Set-Aside** for small business enterprises (CBE) only under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, as amended.

Certified local, small or disadvantaged business enterprises must be certified in the procurement category of Building Construction (General Construction, etc.) in order to be eligible for subcontracting set-aside on this solicitation.

B.2 The University contemplates award of a firm fixed-price contract. The estimated price range for this requirement is between \$27,000,000.00 and \$30,000,000.00.

B.3 The full set of construction documents, including full size drawings and specifications, can be purchased for \$700.00 (seven hundred dollars) from:

*Capital Procurement Division
4200 Connecticut Avenue, NW
Level C, Room C01
Washington DC, 20008*

B.4 The Offeror shall submit a proposal for a lump sum firm fixed price for 80% for the following Contract Line Item Number (CLIN) as described below:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>LUMP SUM PRICE</u>
0001	Construction of the New Student Center as shown in the Drawings, University of the University of Columbia Specifications and Scope of Work as described in Section “C” of this solicitation package.	\$_____

LUMP SUM PRICE IN WORDS:

B.5 PRICE BREAKDOWN FORM

The Offeror must complete this breakdown of prices and submit it with its proposal. In case of any discrepancy in the total proposal price entered here, the lump sum price in Section-B.4 shall govern.

Breakdown into Divisions of lump sum price proposal under CLIN 0001, Section-B.4

DIVISION NO. *	DESCRIPTION	TOTAL PRICE BREAKDOWN
Div. 01	General Requirements	\$
Div. 02	Existing Conditions (including Abatement and Demolition of existing structure)	\$
Div. 03	Concrete	\$
Div. 04	Masonry	\$
Div. 05	Metals	\$
Div. 06	Wood, Plastics, and Composites	\$
Div. 07	Thermal and Moisture Protection	\$
Div. 08	Doors and Windows	\$
Div. 09	Finishes	\$
Div. 10	Specialties	\$
Div. 11	Equipment	\$
Div. 12	Furnishings	\$
Div. 13	Special Construction	\$
Div. 14	Conveying Systems	\$
Div. 21	Fire Suppression	\$
Div. 22	Plumbing	\$
Div. 23	Heating, Ventilation, and Air Conditioning	\$
Div. 26	Electrical	\$
Div. 27	Communications	\$
Div. 28	Electronic Safety and Security	\$
Div. 31	Earthwork	\$
Div. 32	Exterior Improvements	\$
Div. 33	Utilities	\$
Div. 34	Transportation	\$
Lump Sum Proposal Price	Lump Sum Proposal Price (copy from CLIN 0001, Section-B.4, Part-I of RFP)	\$

- DIVISION means a discrete component of the work for which a separate price is requested. The “Total Price Breakdown” is the sum total of all components, and must equal the Lump Sum Proposal Price. If there is any discrepancy in the total proposal price entered here and the lump sum price in B.6, Section-B.6 shall govern.

PART I

SECTION C – SCOPE/SPECIFICATIONS/DRAWINGS

C.1 SCOPE:

Office of Real Estate and Facilities is seeking a contractor to provide all labor, materials and equipment for construction of the New Student Center in accordance with the Scope, Specifications (**Attachment J.1.1**) Drawings (**Attachment J.1.2**) titled “University of the University of Columbia, provided herewith, and the Government of the University of Columbia Standard Contract Provisions For Use With Specifications for University of Columbia Construction Projects, January 2007, incorporated herein as (**Attachment J.1.4**).

C.2 DEFINITIONS:

The following definitions shall apply:

1. The term “University of Columbia Government” or “City” shall be defined as the University.
2. The acronym "GC" shall be defined as the General Contractor.
3. The term “Project” or "Student Center" shall be defined as the University of Columbia's Student Center.
4. The acronym "CO" shall be defined as the University's Contracting Officer.
5. The acronym "CA" shall be defined as the University's Contracting Officer's Contract Administrator (CA) and the CA’s team, which included the CM firm.
6. The acronym "A/E” shall refer to the Architectural / Engineering Design Consultants contracted by the University to design the Project.
7. The acronym "CM" shall refer to the project’s Agency Construction Management Contractor.
8. The acronym “DDOE" shall be defined as the University Department of the Environment.
9. The acronym “DCRA” shall be defined as the Department of Consumer and Regulatory Affairs.
10. The acronym "CFA" shall be defined as US Commission of Fine Arts.
11. The acronym "NCPC" shall be defined as National Capital Planning Commission.
12. The acronym "Project Delivery Team” shall be defined as the University's Construction Manager and Architect of Record.
13. The acronym "RFI” shall be defined as Request for Information.
14. The acronym "NNC” shall be defined as Notice of Non-compliance.
15. The acronym "IDW/P" shall be defined as Incomplete and Deficient Work / Punchlist.
16. The term "other contractors" shall be defined as including, but not being limited to: Verizon, Pepco, Washington Gas, Comcast, and DCNet.
17. The acronym "CPM" shall be defined as Critical Path Method.
18. The acronym "QA/QC" shall be defined as Quality Assurance /Quality Control.
19. The acronym "MIS" shall be defined as Management Information System.
25. The acronym “LEED” shall be defined as Leadership in Energy and Environmental Design.

C.3 REQUIREMENTS:

- C.2.1 The work consists of constructing a new LEED Platinum Student Center as well as the renovation of adjacent spaces per the design documents.

- C.2.1.1 Securing all trade permits and regulatory authorization required to successfully complete the scope of work. This is to include the final certificate of occupancy and if needed, any temporary certificates of occupancy.
- C.2.1.2 The construction of a new building including a cellar with three stories above grade. A grand staircase is planned from the street level plaza to the elevated outdoor plaza. The total area of the project is 93,300 sqft including 15,300 sqft of renovated space and 78,000 sqft of new construction.
- C.2.1.3 Interior spaces include a cafeteria, student lounges, recreation area, a ball room, conference space and renovations to existing adjacent space in Buildings 38 & 39 to include an expanded bookstore.
- C.2.1.4 The project is designed to comply with a Platinum Certification Level as described by the United States Green Building Council's Leadership in Energy & Environmental Design Rating System.
- C.2.1.5 The exterior spaces include a green roof, rain garden, extension of the existing University plaza, and a geothermal well field.

C.4 BACKGROUND:

- C.4.1** The University of the University of Columbia's new Student Center to be located on the Van Ness campus and is planned to not only be a premier facility for the institution, but for the University as a whole. The project is targeted to receive LEED Platinum certification; which will make it the first Student Center in the country to receive this esteemed designation. The facility will serve as a gateway for University visitors as they travel Connecticut Avenue in Washington DC. The building will also serve as an iconic representation of how the campus is a link between its students, faculty, staff and University neighbors.
- C.4.2** Since their award in late 2010, the design team of Cannon Design and Marshall / Moya Design has been working diligently to develop a design worthy of the Nation Capital's "State" Institution. After evaluating multiple sites, the corner of Van Ness & Connecticut Ave NW was identified as the site best able to support the project's goals and objectives. In late July the University's Campus Master Plan was approved and as a key component of the new plan; the Student Center's design was accepted.
- C.4.3** The new Student Center is a critical part of the ongoing growth of the University system. The facility is targeted to be completed in the Fall of 2012 and will serve as a culminating event to University 160th Anniversary celebration activities.

C.5 SPECIFICATIONS:

The Contractor shall perform the work in accordance with the Specifications for Construction of the New Student Center dated September 30, 2011 listed below and included herein as **Attachment J.1.1:**

C.6 DRAWINGS:

The Contractor shall perform the work in accordance with the Drawings listed below and included herein as **Attachment J.1.2** that are stamped, initialed and dated in the space above the title block:

NOTE: The specifications (J.1.1) and Drawings (J.1.2) for Construction of the New Student Center, can be purchased for \$700.00 payable by Company check or money order to DC Treasurer and can be picked up from UDC, Capital Procurement Division, 4200 Connecticut Avenue, NW, Building 38, Room C01, Washington, DC 20008.

DRG NO.	TYPE	DRAWING TITLE
		GENERAL
1	G0000	COVER SHEET
2	G0001	DRAWING INDEX
3	G010C	REFERENCE CELLAR LEVEL FLOOR PLAN
4	G0101	REFERENCE LEVEL 1 FLOOR PLAN
5	G0102	REFERENCE LEVEL 2 FLOOR PLAN
6	G0103	REFERENCE LEVEL 3 FLOOR PLAN
7	G0104	REFERENCE LOWER ROOF PLAN
8	G0105	REFERENCE UPPER ROOF PLAN
9	G0200	CODE COMPLIANCE NOTES
10	G020C	CODE COMPLIANCE PLAN CELLAR LEVEL
11	G0201	CODE COMPLIANCE PLAN LEVEL 1
12	G0202	CODE COMPLIANCE PLAN LEVEL 2
13	G0203	CODE COMPLIANCE PLAN LEVEL 3
14	G0204	CODE COMPLIANCE PLAN LOWER ROOF LEVEL
		CIVIL
15	C-1.00	EXISTING CONDITIONS PLAN
16	C-2.00	DEMOLITION PLAN
17	C-3.00	SITE AND UTILITY PLAN
18	C-3.11	WATER SERVICE PROFILES
19	C-3.12	STORM DRAIN PROFILES
20	C-3.13	SANITARY PROFILES

21	C-3.14	UTILITY SCHEDULES AND COMPUTATIONS
22	C-3.21	UTILITY DETAILS - 1
23	C-3.22	UTILITY DETAILS - 2
24	C-3.23	SITE DETAILS
25	C-3.30	WASA FORMS
26	C-4.00	GRADING AND STORMWATER MANAGEMENT PLAN
27	C-4.10	STORMWATER MANAGEMENT DETAILS
28	C-5.00	EROSION AND SEDIMENT CONTROL PLAN
29	C-5.10	EROSION AND SEDIMENT CONTROL DETAILS
30	C-5.20	EROSION AND SEDIMENT CONTROL NOTES
		<u>DEMOLITION</u>
31	D020C.B	EXISTING LEVEL C ARCH.-AREA B DEMOLITION PLAN
32	D020B.A	EXISTING LEVEL B ARCH.-AREA A DEMOLITION PLAN
33	D020B.B	EXISTING LEVEL B ARCH.-AREA B DEMOLITION PLAN
34	D020A.A	EXISTING LEVEL A ARCH.-AREA A DEMOLITION PLAN
35	D020A.B	EXISTING LEVEL A ARCH.-AREA B DEMOLITION PLAN
		<u>LANDSCAPE</u>
36	L0100	COMPOSITE SITE PLAN
37	L0101	MATERIAL PLAN - STREETSCAPE
38	L0102	MATERIAL PLAN - ENTRY PLAZA
39	L0103	MATERIAL PLAN - OUTDOOR CAFE
40	L0104	MATERIAL PLAN - RAIN GARDEN
41	L0105	MATERIAL PLAN - LEVEL 2 PLAZA
42	L0106	MATERIAL PLAN - ROOF
43	L0107	SOIL PLAN - SITE
44	L0108	SOIL PLAN - LEVEL 2 PLAZA
45	L0201	LAYOUT PLAN - STREETSCAPE
46	L0202	LAYOUT PLAN - ENTRY PLAZA
47	L0203	LAYOUT PLAN - OUTDOOR CAFE
48	L0204	LAYOUT PLAN - RAIN GARDEN
49	L0205	LAYOUT PLAN - LEVEL 2 PLAZA

50	L0206	LAYOUT PLAN - ROOF
51	L0301	ENTRY PLAZA SECTION AND ELEVATION
52	L0302	ENTRY PLAZA RENDERINGS
53	L0303	CONNECTICUT AVENUE SECTIONS
54	L0304	RAIN GARDEN SECTIONS
55	L0401	PLANTING PLAN - SITE
56	L0402	PLANTING PLAN - ENTRY PLAZA
57	L0403	PLANTING PLAN - OUTDOOR CAFE
58	L0404	PLANTING PLAN - RAIN GARDEN
59	L0405	PLANTING PLAN - LEVEL 2 PLAZA
60	L0406	PLANTING PLAN - ROOF
61	L0407	PLANTING DETAILS
62	L0501	LIGHTING PLAN - SITE
63	L0502	LIGHTING PLAN - LEVEL 2 PLAZA
64	L0503	LIGHTING PLAN - ROOF
65	L0504	LIGHTING DETAILS
66	L0601	SITE DETAILS - HARDSCAPE 1
67	L0602	SITE DETAILS - HARDSCAPE 2
68	L0603	SITE DETAILS - HARDSCAPE 3
69	L0604	SITE DETAILS - HARDSCAPE 4
70	L0605	SITE DETAILS - HARDSCAPE 5
71	L0606	SITE DETAILS - LID DETAILS
72	L0607	SITE DETAILS - FURNISHINGS
73	I0101	LEVEL 1 IRRIGATION PLAN
74	I0102	LEVEL 2 IRRIGATION PLAN
75	I0103	IRRIGATION DETAILS
		<u>STRUCTURE</u>
76	S0001	GENERAL NOTES
77	S010C.A	FOUNDATION AND CELLAR LEVEL FRAMING PLAN AREA A
78	S010C.B	FOUNDATION AND CELLAR LEVEL FRAMING PLAN AREA B
79	S0101.A	LEVEL 1 FRAMING PLAN AREA A

80	S0101.B	LEVEL 1 FRAMING PLAN AREA B
81	S0102.A	LEVEL 2 FRAMING PLAN AREA A
82	S0102.B	LEVEL 2 FRAMING PLAN AREA B
83	S0103.A	LEVEL 3 FRAMING PLAN AREA A
84	S0103.B	LEVEL 3 FRAMING PLAN AREA B
85	S0104.A	PENTHOUSE LEVEL FRAMING PLAN AREA A
86	S0104.B	PENTHOUSE LEVEL FRAMING PLAN AREA B
87	S0105.A	ROOF FRAMING PLAN AREA A
88	S0201	TYPICAL DETAILS
89	S0202	TYPICAL DETAILS
90	S0203	TYPICAL DETAILS
91	S0204	TYPICAL DETAILS
92	S0205	TYPICAL DETAILS
93	S0206	TYPICAL DETAILS
94	S0207	TYPICAL DETAILS
95	S0301	SECTIONS AND DETAILS
96	S0302	SECTIONS AND DETAILS
97	S0303	SECTIONS AND DETAILS
98	S0311	SECTIONS AND DETAILS
99	S0401	FRAME ELEVATIONS
100	S0402	FRAME ELEVATIONS
101	S0501	COLUMN SCHEDULES
102	S0502	COLUMN SCHEDULES
		<u>ARCHITECTURE</u>
103	A0001	SYMBOLS & ABBREVIATIONS
104	A0002	MOUNTING HEIGHTS
105	A0003	EXTERIOR 3D VIEWS
106	A010C.A	CELLAR LEVEL FLOOR PLAN - AREA A
107	A010C.B	CELLAR LEVEL FLOOR PLAN - AREA B
108	A0101.A	LEVEL 1 FLOOR PLAN - AREA A
109	A0101.B	LEVEL 1 FLOOR PLAN - AREA B

110	A0102.A	LEVEL 2 FLOOR PLAN - AREA A
111	A0102.B	LEVEL 2 FLOOR PLAN - AREA B
112	A0103.A	LEVEL 3 FLOOR PLAN - AREA A
113	A0103.B	LEVEL 3 FLOOR PLAN - AREA B
114	A0104.A	LOWER ROOF PLAN - AREA A
115	A0104.B	LOWER ROOF PLAN - AREA B
116	A0105.A	UPPER ROOF PLAN - AREA A
117	A0105.B	UPPER ROOF PLAN - AREA B
118	A0201	ENLARGED FLOOR PLAN
119	A0202	ENLARGED FLOOR PLAN
120	A0203	ENLARGED FLOOR PLAN
121	A0204	ENLARGED FLOOR PLAN
122	A0211	PLAN DETAILS
123	A0212	PLAN DETAILS
124	A0213	PLAN DETAILS
125	A0301	OVERALL BUILDING ELEVATIONS
126	A0302	OVERALL BUILDING ELEVATIONS
127	A0311	EXTERIOR BUILDING ELEVATIONS
128	A0312	EXTERIOR BUILDING ELEVATIONS
129	A0313	EXTERIOR BUILDING ELEVATIONS
130	A0314	EXTERIOR BUILDING ELEVATIONS
131	A0315	EXTERIOR BUILDING ELEVATIONS
132	A0316	EXTERIOR BUILDING ELEVATIONS
133	A0331	BUILDING SECTIONS
134	A0332	BUILDING SECTIONS
135	A0333	BUILDING SECTIONS
136	A0334	BUILDING SECTIONS
137	A0335	BUILDING SECTIONS
138	A0336	BUILDING SECTIONS
139	A0337	BUILDING SECTIONS
140	A0338	BUILDING SECTIONS

141	A0339	BUILDING SECTIONS
142	A0401	EXTERIOR WALL SECTIONS
143	A0402	EXTERIOR WALL SECTIONS
144	A0403	EXTERIOR WALL SECTIONS
145	A0404	EXTERIOR WALL SECTIONS
146	A0405	EXTERIOR WALL SECTIONS
147	A0406	EXTERIOR WALL SECTIONS
148	A0407	TOWER ELEVATIONS
149	A0408	TOWER SECTIONS
150	A0409	VERTICAL SHADING DEVICE DETAILS
151	A0431	SECTION DETAILS
152	A0432	SECTION DETAILS
153	A0433	SECTION DETAILS
154	A0511	ENLARGED STAIR PLAN AND SECTION
155	A0512	ENLARGED STAIR PLAN AND SECTION
156	A0513	ENLARGED STAIR PLAN AND SECTION
157	A0514	ENLARGED STAIR PLAN AND SECTION
158	A0520	ENLARGED RAMP PLAN AND SECTION
159	A0521	ENLARGED RAMP PLAN AND SECTION
160	A0530	ENLARGED ELEVATOR PLAN, SECTION AND ELEVATION
161	A0531	ENLARGED ELEVATOR PLAN, SECTION AND ELEVATION
162	A0532	STAIR AND RAIL DETAILS
163	A0533	STAIR AND RAIL DETAILS
164	A0601	INTERIOR ELEVATIONS
165	A0602	INTERIOR ELEVATIONS
166	A0603	INTERIOR ELEVATIONS
167	A0604	INTERIOR ELEVATIONS
168	A0605	INTERIOR ELEVATIONS
169	A0606	INTERIOR ELEVATIONS
170	A0607	INTERIOR ELEVATIONS
171	A0608	INTERIOR ELEVATIONS

172	A0609	INTERIOR ELEVATIONS
173	A0610	INTERIOR ELEVATIONS
174	A0612	INTERIOR ELEVATIONS
175	A0613	INTERIOR ELEVATIONS
176	A070C.A	CELLAR LEVEL REFLECTED CEILING PLAN - AREA A
177	A070C.B	CELLAR LEVEL REFLECTED CEILING PLANS - AREA B
178	A0701.A	LEVEL1 REFLECTED CEILING PLAN - AREA A
179	A0701.B	LEVEL 1 REFLECTED CEILING PLANS - AREA B
180	A0702.A	LEVEL 2 REFLECTED CEILING PLAN - AREA A
181	A0702.B	LEVEL 2 REFLECTED CEILING PLANS - AREA B
182	A0703.A	LEVEL 3 REFLECTED CEILING PLAN - AREA A
183	A0703.B	LEVEL 3 REFLECTED CEILING PLAN - AREA B
184	A0704.A	LOWER ROOF REFLECTED CEILING PLAN - AREA A
185	A0802	INTERIOR DETAILS
186	A0841	INTERIOR DETAILS - CEILING DETAILS
187	A0901	WOODWORK DETAILS
188	A0902	WOODWORK DETAILS
189	A0903	WOODWORK DETAILS
190	A1001	PARTITION TYPES
191	A1002	PARTITION TYPES
192	A1003	DOOR SCHEDULE
193	A1004	DOOR TYPES & BORROWED LIGHTS
194	A1031	GLAZING ELEVATIONS
195	A1032	GLAZING ELEVATIONS
196	A1033	GLAZING ELEVATIONS
197	A1034	GLAZING ELEVATIONS
198	A1035	EXTERIOR WINDOW AND LOUVER TYPES
199	A1036	EXTERIOR WINDOW AND LOUVER TYPES
200	A1037	SKYLIGHT GLAZING PLAN AND SECTION
201	A1038	DOOR AND FRAME DETAILS
202	A1201	FINISH SCHEDULE

203	A1211	PARTIAL CELLAR LEVEL FINISH FLOOR PLAN AREA A
204	A1212	PARTIAL CELLAR LEVEL FINISH FLOOR PLAN AREA B
205	A1213	PARTIAL LEVEL 1 FINISH FLOOR PLAN AREA A
206	A1214	PARTIAL LEVEL 1 FINISH FLOOR PLAN AREA B
207	A1215	PARTIAL LEVEL 2 FINISH FLOOR PLAN AREA A
208	A1216	PARTIAL LEVEL 2 FINISH FLOOR PLAN AREA B
209	A1217	PARTIAL LEVEL 3 FINISH FLOOR PLAN AREA A
210	A1218	PARTIAL LEVEL 3 FINISH FLOOR PLAN AREA B
211	A1220	INTERIOR DETAILS - FLOOR FINISHES
		<u>FURNITURE, FIXTURES & EQUIPMENT</u>
212	U1301	LEVEL 1 FURNITURE PLAN
213	U1302	LEVEL 2 FURNITURE PLAN
214	U1303	LEVEL 3 FURNITURE PLAN
		<u>EQUIPMENT</u>
215	K0001.A	FOOD SERVICE KEY PLAN AREA A
216	K0101.A	FOOD SERVICE EQUIPMENT PLAN AREA A
217	K0102.A	FOOD SERVICE EQUIPMENT PLAN AREA A
218	K0103.B	FOOD SERVICE EQUIPMENT PLAN AREA B
219	K0104.A	FOOD SERVICE EQUIPMENT PLAN AREA A
220	K0201.A	FOOD SERVICE SPECIAL CONDITIONS PLAN AREA A
221	K0202.A	FOOD SERVICE SPECIAL CONDITIONS PLAN AREA A
222	K0203.B	FOOD SERVICE SPECIAL CONDITIONS PLAN AREA B
223	K0204.A	FOOD SERVICE SPECIAL CONDITIONS PLAN AREA A
224	K0301.A	FOOD SERVICE PLUMBING PLAN AREA A
225	K0302.A	FOOD SERVICE PLUMBING PLAN AREA A
226	K0303.B	FOOD SERVICE PLUMBING PLAN AREA B
227	K0304.A	FOOD SERVICE PLUMBING PLAN AREA A
228	K0401.A	FOOD SERVICE ELECTRICAL PLAN AREA A
229	K0402.A	FOOD SERVICE ELECTRICAL PLAN AREA A
230	K0403.B	FOOD SERVICE ELECTRICAL PLAN AREA B
231	K0404.A	FOOD SERVICE ELECTRICAL PLAN AREA A

232	K0501	FOOD SERVICE SCHEDULES
233	K0502	FOOD SERVICE SCHEDULES
234	K0503	FOOD SERVICE SCHEDULES
235	K0601	FOOD SERVICE WALK-IN DETAILS
236	K0602	FOOD SERVICE WALK-IN DETAILS
237	K0701	FOOD SERVICE VENTILATION DETAILS
238	K0702	FOOD SERVICE VENTILATION DETAILS
239	K0703	FOOD SERVICE VENTILATION DETAILS
240	K0801	FOOD SERVICE CONVEYOR DETAILS
241	K0802	FOOD SERVICE CONVEYOR DETAILS
242	K0901	FOOD SERVICE ELEVATIONS
243	K1001	FOOD SERVICE STANDARD DETAILS
244	K1002	FOOD SERVICE STANDARD DETAILS
		<u>PLUMBING</u>
245	P0001	GENERAL NOTES, SYMBOLS & ABBREVIATIONS
246	P010C	CELLAR LEVEL PLUMBING PLAN
247	P0101	OVERALL LEVEL 1 PLUMBING PLAN
248	P0102	OVERALL LEVEL 2 PLUMBING PLAN
249	P0103	OVERALL LEVEL 3 PLUMBING PLAN
250	P0104	OVERALL ROOF LEVEL PLUMBING PLAN
251	P030C	CELLAR ENLARGED PLANS PLUMBING
252	P0301	LEVEL 1 ENLARGED PLANS PLUMBING
253	P0302	LEVEL 2 ENLARGED PLANS PLUMBING
254	P0303	LEVEL 3 ENLARGED PLANS PLUMBING
255	P0304	KITCHEN AND FOOD SERVICE ENLARGED PLANS - SANITARY
256	P0305	KITCHEN AND FOOD SERVICE ENLARGED PLANS - DOMESTIC WATER & NATURAL GAS
257	P0501	SCHEDULES PLUMBING
258	P0601	DETAILS PLUMBING
259	P0602	DETAILS PLUMBING
		<u>FIRE PROTECTION</u>
260	F0001	LEGENDS, SYMBOLS & ABBREVIATIONS

261	F010C	CELLAR LEVEL FIRE PROTECTION PLANS
262	F0101	LEVEL 01 FIRE PROTECTION PLANS
263	F0102	LEVEL 02 FIRE PROTECTION PLANS
264	F0103	LEVEL 03 FIRE PROTECTION PLANS
265	F0104	LEVEL 04 FIRE PROTECTION PLANS
266	F0301	RISER DIAGRAMS FIRE PROTECTION
267	F0501	DETAILS FIRE PROTECTION
		<u>MECHANICAL</u>
268	M0001	GENERAL NOTES, SYMBOLS & ABBREVIATIONS
269	M0051	MECHANICAL SITE PLAN
270	M010C	OVERALL CELLAR LEVEL HVAC PLAN
271	M010C.A	CELLAR LEVEL HVAC PLAN AREA A
272	M010C.B	CELLAR LEVEL HVAC PLAN AREA B
273	M0101	OVERALL LEVEL 1 HVAC PLAN
274	M0101.A	LEVEL 1 HVAC PLAN AREA A
275	M0101.B	LEVEL 1 HVAC PLAN AREA B
276	M0102	OVERALL LEVEL 2 HVAC PLAN
277	M0102.A	LEVEL 2 HVAC PLAN AREA A
278	M0103	OVERALL LEVEL 3 HVAC PLAN
279	M0103.A	LEVEL 3 HVAC PLAN AREA A
280	M0103.B	LEVEL 3 HVAC PLAN AREA B
281	M0104	OVERALL ROOF LEVEL HVAC PLAN
282	M0104.A	ROOF LEVEL HVAC PLAN AREA A
283	M020C	OVERALL CELLAR LEVEL PIPING PLAN
284	M020C.A	CELLAR LEVEL PIPING PLAN AREA A
285	M020C.B	CELLAR LEVEL PIPING PLAN AREA B
286	M0201	OVERALL LEVEL 1 PIPING PLAN
287	M0201.A	LEVEL 1 PIPING PLAN AREA A
288	M0201.B	LEVEL 1 PIPING PLAN AREA B
289	M0202	OVERALL LEVEL 2 PIPING PLAN
290	M0202.A	LEVEL 2 PIPING PLAN AREA A

291	M0203	OVERALL LEVEL 3 PIPING PLAN
292	M0203.A	LEVEL 3 PIPING PLAN AREA A
293	M0203.B	LEVEL 3 PIPING PLAN AREA B
294	M0301	ENLARGED PLAN & SECTIONS
295	M0302	ENLARGED PLAN & SECTIONS
296	M0303	ENLARGED PLAN & SECTIONS
297	M0304	ENLARGED PLAN & SECTIONS
298	M0305	ENLARGED PLAN & SECTIONS
299	M0401	RISER DIAGRAMS HVAC
300	M0501	SCHEDULES
301	M0502	SCHEDULES
302	M0601	FLOW & CONTROL DIAGRAMS
303	M0602	FLOW & CONTROL DIAGRAMS
304	M0701	DETAILS HVAC
305	M0711	DETAILS PIPING
		<u>ELECTRICAL</u>
306	E0001	GENERAL NOTES, SYMBOLS & ABBREVIATIONS
307	E0051	LEVEL 2 PLAZA AND SITE LIGHTING PLAN
308	E0052	LEVEL 2 PLAZA AND SITE POWER PLAN
309	E010C	CELLAR LEVEL LIGHTING PLAN
310	E0101.A	LEVEL 1 LIGHTING PLAN AREA A
311	E0101.B	LEVEL 1 LIGHTING PLAN AREA B
312	E0102.A	LEVEL 2 LIGHTING PLAN AREA A
313	E0102.B	LEVEL 2 LIGHTING PLAN AREA B
314	E0103.A	LEVEL 3 LIGHTING PLAN AREA A
315	E0103.B	LEVEL 3 LIGHTING PLAN AREA B
316	E0104	ROOF LEVEL LIGHTING PLAN
317	E020C	CELLAR LEVEL POWER PLAN
318	E0201.A	LEVEL 1 POWER PLAN AREA A
319	E0201.B	LEVEL 1 POWER PLAN AREA B
320	E0202.A	LEVEL 2 POWER PLAN AREA A

321	E0202.B	LEVEL 2 POWER PLAN AREA B
322	E0203.A	LEVEL 3 POWER PLAN AREA A
323	E0203.B	LEVEL 3 POWER PLAN AREA B
324	E0204.A	ROOF LEVEL POWER PLAN AREA A
325	E030C	CELLAR LEVEL SYSTEMS PLAN
326	E0301.A	LEVEL 1 SYSTEMS PLAN AREA A
327	E0301.B	LEVEL 1 SYSTEMS PLAN AREA B
328	E0302.A	LEVEL 2 SYSTEMS PLAN AREA A
329	E0302.B	LEVEL 2 SYSTEMS PLAN AREA B
330	E0303.A	LEVEL 3 SYSTEMS PLAN AREA A
331	E0303.B	LEVEL 3 SYSTEMS PLAN AREA B
332	E0304	ROOF LEVEL LIGHTING PROTECTION PLAN
333	E0421	ENLARGED PLANS
334	E0422	TYPICAL KITCHEN POWER PLAN
335	E0423	TYPICAL KITCHEN POWER PLAN
336	E0521	POWER RISER DIAGRAM
337	E0541	FIRE ALARM RISER DIAGRAM
338	E0601	LIGHTING FIXTURE SCHEDULE
339	E0621	EQUIPMENT SCHEDULE
340	E0622	PANELBOARD SCHEDULES
341	E0623	PANELBOARD SCHEDULES
342	E0624	PANELBOARD SCHEDULES
343	E0701	DETAILS
344	E0741	DETAILS SYSTEMS
345	E0742	DETAILS
346	E0743	DETAILS
		<u>TELECOMMUNICATIONS</u>
347	T0001	TECHNOLOGY SYMBOLS AND LEGENDS
348	T0002	TECHNOLOGY NOTES AND SCHEDULES
349	T0003	TECHNOLOGY NOTES AND SCHEDULES
350	T0100.A	CELLAR LEVEL TECHNOLOGY INFRASTRUCTURE FLOOR PLAN - AREA A

351	T0100.B	CELLAR LEVEL TECHNOLOGY INFRASTRUCTURE FLOOR PLAN - AREA B
352	T0101.A	LEVEL 1 TECHNOLOGY INFRASTRUCTURE FLOOR PLAN - AREA A
353	T0101.B	LEVEL 1 TECHNOLOGY INFRASTRUCTURE FLOOR PLAN - AREA B
354	T0102.A	LEVEL 2 TECHNOLOGY INFRASTRUCTURE FLOOR PLAN - AREA A
355	T0102.B	LEVEL 2 TECHNOLOGY INFRASTRUCTURE FLOOR PLAN - AREA B
356	T0103.A	LEVEL 3 TECHNOLOGY INFRASTRUCTURE FLOOR PLAN - AREA A
357	T0103.B	LEVEL 3 TECHNOLOGY INFRASTRUCTURE FLOOR PLAN - AREA B
358	T0200.A	CELLAR LEVEL TECHNOLOGY INFRASTRUCTURE RCP - AREA A
359	T0200.B	CELLAR LEVEL TECHNOLOGY INFRASTRUCTURE RCP - AREA B
360	T0201.A	LEVEL 1 TECHNOLOGY INFRASTRUCTURE RCP - AREA A
361	T0201.B	LEVEL 1 TECHNOLOGY INFRASTRUCTURE RCP - AREA B
362	T0202.A	LEVEL 2 TECHNOLOGY INFRASTRUCTURE RCP - AREA A
363	T0202.B	LEVEL 2 TECHNOLOGY INFRASTRUCTURE RCP - AREA B
364	T0203.A	LEVEL 3 TECHNOLOGY INFRASTRUCTURE RCP - AREA A
365	T0203.B	LEVEL 3 TECHNOLOGY INFRASTRUCTURE RCP - AREA B
366	T0300.A	CELLAR LEVEL TELECOMMUNICATIONS PLAN - AREA A
367	T0300.B	CELLAR LEVEL TELECOMMUNICATIONS PLAN - AREA B
368	T0301.A	LEVEL 1 TELECOMMUNICATIONS PLAN - AREA A
369	T0301.B	LEVEL 1 TELECOMMUNICATIONS PLAN - AREA B
370	T0302.A	LEVEL 2 TELECOMMUNICATIONS PLAN - AREA A
371	T0302.B	LEVEL 2 TELECOMMUNICATIONS PLAN - AREA B
372	T0303.A	LEVEL 3 TELECOMMUNICATIONS PLAN - AREA A
373	T0303.B	LEVEL 3 TELECOMMUNICATIONS PLAN - AREA B
374	T0400.A	CELLAR LEVEL ELECTRONIC SAFETY SYSTEMS FLOOR PLAN - AREA A
375	T0400.B	CELLAR LEVEL ELECTRONIC SAFETY SYSTEMS FLOOR PLAN - AREA B
376	T0401.A	LEVEL 1 ELECTRONIC SAFETY SYSTEMS FLOOR PLAN - AREA A
377	T0401.B	LEVEL 1 ELECTRONIC SAFETY SYSTEMS FLOOR PLAN - AREA B
378	T0402.A	LEVEL 2 ELECTRONIC SAFETY SYSTEMS FLOOR PLAN - AREA A
379	T0402.B	LEVEL 2 ELECTRONIC SAFETY SYSTEMS FLOOR PLAN - AREA B
380	T0403.A	LEVEL 3 ELECTRONIC SAFETY SYSTEMS FLOOR PLAN - AREA A
381	T0403.B	LEVEL 3 ELECTRONIC SAFETY SYSTEMS FLOOR PLAN - AREA B

382	T0500.A	CELLAR LEVEL TECHNOLOGY SYSTEMS EQUIPMENT PLAN - AREA A
383	T0500.B	CELLAR LEVEL TECHNOLOGY SYSTEMS EQUIPMENT PLAN - AREA B
384	T0501.A	LEVEL 1 TECHNOLOGY SYSTEMS EQUIPMENT PLAN - AREA A
385	T0501.B	LEVEL 1 TECHNOLOGY SYSTEMS EQUIPMENT PLAN - AREA B
386	T0502.A	LEVEL 2 TECHNOLOGY SYSTEMS EQUIPMENT PLAN - AREA A
387	T0502.B	LEVEL 2 TECHNOLOGY SYSTEMS EQUIPMENT PLAN - AREA B
388	T0503.A	LEVEL 3 TECHNOLOGY SYSTEMS EQUIPMENT PLAN - AREA A
389	T0503.B	LEVEL 3 TECHNOLOGY SYSTEMS EQUIPMENT PLAN - AREA B
390	T0601	TELECOMMUNICATIONS ENLARGED PLANS
391	T0602	TELECOMMUNICATIONS ENLARGED PLANS
392	T0701	BUILDING RISER DIAGRAM
393	T0702	CONDUIT RISER DIAGRAMS
394	T0703	CONDUIT RISER DIAGRAMS
395	T0704	CONDUIT RISER DIAGRAMS
396	T0801	AUDIOVISUAL DISPLAY WALL ELEVATIONS
397	T0802	AUDIOVISUAL DISPLAY WALL ELEVATIONS
398	T0901	TELECOMMUNICATIONS DETAILS
399	T0902	TELECOMMUNICATIONS DETAILS
400	T0921	AUDIOVISUAL DETAILS
401	T0922	AUDIOVISUAL DETAILS
402	T0931	ELECTRONIC SAFETY SYSTEMS DETAILS
403	T0932	ELECTRONIC SAFETY SYSTEMS DETAILS
404	LI 01	TITLE SHEET
405	LI 10	LEVEL 1 LIGHTING PLAN
406	LI 20	LEVEL 2 LIGHTING PLAN
407	LI 30	LEVEL 3 LIGHTING PLAN

PART I

SECTION D: PACKAGING AND MARKING

D.1 MATERIAL DELIVERY, HANDLING AND STORAGE:

D.1.1 The Contractor shall deliver materials and equipment in the original, properly labeled, unbroken packages, containers, cartridges or bundles and in such quantities and such ample time that progress of work will not be delayed.

D.1.2 The Contractor shall protect materials and products against any damage or deterioration during transit to the site, unloading, delivering and storing at site, installation or erection and during period between installation or erection and final acceptance by the University, that shall include, but not limited to:

D.1.2.1 Minimum exposure to weather during delivery.

D.1.2.2 Storage off ground in dry, well-ventilated spaces.

D.1.2.3 Covering, as necessary, for adequate protection from soiling and wetting.

D.1.3 The Contractor shall provide storage methods that will facilitate inspection and testing before and during the use as follows:

D.1.3.1 Space for storage of materials and equipment will be approved by the University's Inspector (refer to Paragraph H.25).

D.1.3.2 The Contractor shall not occupy more space at the site than is absolutely necessary for proper execution of the work.

PART I

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION:

E.1.1. The inspection and acceptance requirements for the resultant contract will be governed by Article 11 of the Standard Contract Provisions For Use With Specifications for University of Columbia Government Construction Projects, January 2007 and incorporated herein.

E.1.2 In addition, the acceptance criteria for different parts of the work, described in the University's Specifications shall apply.

E.2 PARTIAL ACCEPTANCE:

E.2.1 The Contracting Officer's Contract Administrator (CA) may, at his/her option, accept part of the work under the contract in writing prior to the CA's final acceptance of all the work under the contract, when the CA considers it beneficial to the University.

E.2.2 Partial acceptance shall not preclude liquidated damages for failure to complete the contract within the required time limits established under TIME FOR COMPLETION in Section F.1.

E.2.3 The Warranty period does not commence with partial acceptance but rather at final acceptance/completion.

E.3 SUBSTANTIAL COMPLETION

E.3.1 Substantial completion will be granted when the Certificate of Occupancy is granted by the authority having jurisdiction, and the Building Commissioning is considered complete by the University's Commissioning Agent.

E.4 FINAL INSPECTION:

E.4.1 The Contractor shall give the CA written notice at least fourteen (14) days in advance of date on which project will be 100% complete and ready for final inspection. Prior to final inspection date, the Contractor shall verify in writing that in the Contractor's best judgment no deficiencies exist.

E.4.2 The Contractor and CA and his designated representatives shall jointly prepare a Punch List of deficiencies found on final inspection that does not prevent the building or area(s) within the building from being occupied. The Contractor shall correct the deficiencies within thirty (30) days after the building or area(s) within the building has been occupied and submit to the CA a report of the corrections as a condition of final acceptance.

PART I

SECTION F – DELIVERABLES AND PERFORMANCE

F.1 TIME OF COMPLETION:

The Contractor shall commence work on the date specified in the written Notice to Proceed (NTP) signed and issued by the Contracting Officer (CO) and shall start and complete all the work within two hundred ninety-two (292) calendar days from the date specified in the NTP.

F.2 DELIVERABLES:

F.2.1 The Contractor shall prepare and submit to the Contract Administrator (CA), as a deliverable, the Summary of Progress Payment Breakdown Form, Progress Payment Request Form and Schedule of Values Form. **(Refer to G.4.3.1).**

F.2.2 The Contractor shall submit to the CA a complete list of all samples, catalogue cuts and shop drawings within ten (10).days of NTP. **(Refer to H.6).**

F.2.3 The Contractor shall submit all the schedules and reports for approval to the CA. **(Refer to G.15).**

F.2.4 Prior to final acceptance of the project, the Contractor shall submit to the CA three (3) copies of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system. **(Refer to G.20).**

F.2.5 The Contractor shall submit to the University, as a deliverable, the report described in section G.37.5 of this contract that is required by the 51% University Residents New Hires Requirement and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid. **(Refer to G.38).**

F.2.6 After final inspection, the Contractor shall provide a punch list and report of corrections as specified in **Section E.4.2.**

PART I

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT:

- G.1.1** The University will make progress payments (**Refer to G.4**) to the Contractor, upon the submission of proper invoices, based on the approved Critical Path Method (CPM) schedule as described in **Section G.4.1.2** of this document, only for the percentage of work or services actually performed or completed during the subject period and accepted by the University, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The University will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL:

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in triplicate and submitted to the CA specified in Section G.9 below.
- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information:
- G.2.2.1** Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
 - G.2.2.2** Contract number, section two (2) and encumbrance number, section twenty-four (24) of the Solicitation Cover sheet. Assignment of an invoice number by the Contractor is also recommended;
 - G.2.2.3** Description, amount of payment requested, quantity, and the dates of the work performed based on the approved CPM schedule;
 - G.2.2.4** Other supporting documentation or information, as required by the CO;
 - G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
 - G.2.2.6** Name, title, phone number of person preparing the invoice;
 - G.2.2.7** Name, title, phone number and mailing address of person, if different from the person identified above to be notified in the event of a defective invoice, and
 - G.2.2.8** Authorized signature.

G.3 RESERVED:

G.4 METHOD OF PAYMENT:

G.4.1 The University will utilize the progress payment method under this contract, and will make progress payments when all of the following conditions are satisfied:

G.4.1.1 The portion of the service provided by the Contractor is accepted by the University;

G.4.1.2 The work on the specific contract activity as identified in the approved CPM Schedule, for which the progress payment is requested, is 100 % complete;

G.4.1.3 The Contractor submits the invoice as describe in G.2 for the progress payment.

G.4.2 The CA will furnish to the Contractor, the following forms:

G.4.2.1 Capital Construction Payment Request for Work Performed Summary Sheet;

G.4.2.2 Capital Construction Progress Payment Request Form for work performed;

G.4.3 The Contractor shall prepare and deliver to the CA for approval:

G.4.3.1 Original and a copy of completed Payment Request for Work Performed Summary Sheet along with Schedule of Values (to be a summary of all cost loaded DCS activities plus detailed General Condition costs [**Refer to Section G.15**]) within fourteen (14) days after issuance of written NTP and prior to submission of first progress payment request. This detailed estimate of costs shall include a breakdown of costs for all items of work that will be performed under the contract with total amount equal to the lump sum proposal price under **Section B.4**.

a. General Conditions to include but not limited to:

- i. scheduled value for Project Manager, Superintendent, Foremen and other project personnel
- ii. scheduled value for Site Protection (Watchperson) per Contract Administration Data **G.17.4.1** for contract duration
- iii. scheduled value for the Inspector's Office per Special Contract Requirement for contract duration
- iv. scheduled value for Contractor's project site trailer
- v. scheduled value for As-Built drawings per Special Contract Requirement **G.36**
- vi. scheduled value for all required Photographs per Special Contract Requirement in Section **G.31**
- vii. scheduled value for all DCRA trade permits, WASA, DDOT, Certificate of Occupancy and project related

- viii. Mobilization scheduled value shall be set at \$23,000 plus ½% of contract total which equals \$55,180. Payment for mobilization will be paid in two (2)
- ix. installments. The first payment of \$27,590 will be made following mobilization and initiation of construction work. The second and final payment will be made after twenty percent (20%) of contract work is complete.
- x. scheduled value for Demobilization, specifically:
 - 1. site clean-up
 - 2. trailer removal
 - 3. disconnection of temporary utilities
 - 4. Building construction clean-up
- xi. scheduled value for CPM Baseline Schedule payment in lump sum and required monthly updates
- xii. scheduled value for all temporary utility services.

G.4.3.2 Original and a copy of the signed (by the authorized representative of the Contractor) Progress Payment Request Form on or before the twenty-fifth (25th) day of each month during progress of the work. The CA will direct the progress payment to be made based on the actual work performed based on the CA's approval of the Schedule of Values. This approval will include only those fractions of work which have been completed and duly accepted by CA. CA's acceptance signature on the form is mandatory.

G.4.3.3 Copy of the Schedule of Values pre-approved by the CA with invoice.

G.4.4 Materials and equipment payments:

G.4.4.1 The Contractor may receive progress payment for the materials, equipment and associated components delivered to the jobsite or stored on the site, until they are satisfactorily incorporated into the completed work, at 100% of their invoiced value from the manufacturer or supplier as approved by the CA. The Contractor shall properly store and protect all the materials and equipment and ensure that all materials and equipment are in compliance with the submittals approved by the CA.

G.4.4.2 The Contractor may receive progress payment for 75% of the invoiced value for materials, equipment and associated components stored off-site in a bonded warehouse within a twenty-five (25) mile radius of the jobsite. Payment will be subject to the following documentation accompanying the payment request:

G.4.4.2.1 A certified statement giving the exact location of the materials or equipment, that such material or equipment is properly stored and protected meeting the approval of CA and is consigned to the University Government; that the materials and equipment will not be diverted for use or installation at a different project, and that they are subject to inventory and inspection by the CA. **(Refer to G.4.4.1)**

G.4.4.2.2 A valid invoice or bill of sale indicating the unit quantity,

description of the material or equipment and its costs as defined
in **Sections G.4.1. and 2.**

G.4.4.2.3 A certificate of insurance of a bonded warehouse, in the event
the materials/equipment is stored off-site.

G.4.5 Before approval of the CPM schedule, the University may make two (2) initial monthly payments under this contract for the work performed during the first sixty (60) days following the NTP, following the CA's partial acceptance of the work in writing in accordance with Paragraph E.2. In the event that the University elects to proceed in this manner, the following shall apply:

G.4.5.1 The University will not make any additional payments until the final CPM schedule is approved by CA.

G.4.5.2 The University will not make progress payments for all other activities until the final CPM schedule is approved and distributed by the CA.

G.4.6 The CA will use the CPM Schedule approved and updated as provided in subsection G.15 as the basis upon which to estimate successive progress payments to be made.

G.5 **ASSIGNMENTS:**

G.5.1 The Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2. Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 **THE QUICK PAYMENT CLAUSE:**

G.6.1 Interest Penalties to Contractors

G.6.1.1 The University will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

G.6.1.1 the 3rd day after the required payment date for meat or a meat product;

G.6.1.2 the 5th day after the required payment date for an agricultural commodity; or

G.6.1.3 the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the University for work performed by any subcontractor under a contract:

G.6.2.1.1 Pay the subcontractor for the proportionate share of the total payment received from the University that is attributable to the subcontractor for work performed under the contract; or

G.6.2.1.2 Notify the University and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

G.6.2.2.1 the 3rd day after the required payment date for meat or a meat product;

G.6.2.2.2 the 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 *A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the University of Columbia is a party. The University may not be interpleaded in any judicial or administrative proceeding involving such a dispute.*

G.6.3 Flow Down Requirement for Subcontracts

“Contractor shall include in each subcontract a provision that requires the subcontractor to include in its contracts with any subcontractor or suppliers the payment and interest clauses required under paragraphs (1) and (2) of DC Official Code §2-221.02(d).”

G.7 CONTRACTING OFFICER (CO):

In accordance with 8 DCMR 3001 contracts may be entered into and signed on behalf of the University only by the CO. The address and telephone number of the CO is:

*Sherry Jones-Quashie
Contracting Officer & Manager
Capital Procurement Division
4200 Connecticut Avenue, NW
Building 38, Room C01
Washington, DC 20008
202 274-5752
Sjones-quashie@udc.edu*

G.8 AUTHORIZED CHANGES BY THE CO:

G.8.1 In accordance with Article 3 of the Standard Contract Provisions For Use With Specifications for University Government Construction Projects, January 2007, the CO is the only person authorized to approve changes to any of the requirements of the contract

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.9 CONTRACTING OFFICER’S CONTRACT ADMINISTRATOR (CA)

G.9.1 The CA is responsible for the technical administration of the contract and advising the CO as to the Contractor’s compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as specified in writing by the CO. The CA for this contract is:

*Eric Thompson
Facilities and Real Estate Division
4200 Connecticut Avenue, NW
Building 38, Room C01
Washington, DC 20008
202 274-5865
ethompson@udc.edu*

G.9.2 It is fully understood and agreed by the Contractor that the CA **shall not** have any authority to make changes in the University specifications/scope of work, price or terms and conditions of the contract. This applies to **all contract modifications and change orders.**

G.9.3 Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the CO, and may be denied compensation or other relief for any additional work performed that is not authorized by the CO in writing. In addition, Contractor may also be required at no additional cost to the University, to take all corrective action necessitated by reason of the unauthorized changes. The CA will employ the use of a Construction Manager (CM) to act on their behalf during the duration of the project. The CM shall be considered a member of the CA's team throughout the duration.

G.9.4 The CA will employ the use of a Construction Manager (CM) to act on his behalf during the duration of the project. The CM shall be considered a member of the CA's team throughout the duration of the project.

G.10 STOPPAGE OF WORK:

If the Contractor fails to abide by any, or all, of the provisions of the contract, the CO reserves the right, by written notification to the Contractor, to stop all the work, or any portion thereof, affected by the Contractor's failure to comply with the contract requirements. This stoppage will remain in effect until the Contractor has taken action to meet the contract requirements, or any separable part thereof, and the CO notifies the Contractor in writing that work may resume. Stoppage of all part of the work by the CO pursuant to this Section G.10 notwithstanding, the University may terminate the right of the Contractor to proceed as provided in Article 5 of the General Provisions, TERMINATION-DELAYS, of Standard Contract Provisions for Construction Projects, (January 2007).

G.11 SUBCONTRACTS:

G.11.1 Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government of the University of Columbia.

G.11.1.1 The divisions or sections of the University Specifications are not intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.

G.11.1.2 The Contractor shall be as fully responsible to the University for the acts and omissions of subcontractor and of persons employed by them as he is for the acts and omissions of persons directly employed by him.

G.11.1.3 The Contractor shall coordinate the trades, subcontractor and material persons engaged upon his work.

G.11.1.4 The Contractor shall, without additional expense to the University, utilize the services of specialty subcontractor for those parts of the work which the Contract specifies are to be performed by specialty subcontractors.

G.11.1.5 *The University will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.*

G.11.2 The Contractor shall not subcontract any portion of the contract except with the prior written consent of the CO, or his authorized representatives, and such consent, when given, shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Request(s) for permission to subcontract any portion of the contract shall be in writing and accompanied by: (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the Contractor that the Labor Standards Provisions set forth in this contract shall apply to labor performed on all work encompassed by the request(s). The request(s) also shall provide the following information:

G.11.2.1 Subcontractors name, address, telephone number, and Federal Social Security Number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

G.11.2.2 Estimated dollar amount of the subcontract.

G.11.2.3 Estimated starting and completion dates of the subcontract.

G.11.2.4 The subcontractor approval request form included herein should be used to request approval of subcontractor on this project. The form should be completed for each subcontractor requested for approval and submitted to the CO. Copies of these forms are available upon request from the CA.

G.11.3 Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the University will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the University, the Contractor shall remain liable to the University for all Contractor's work and services required hereunder.

G.12 USE OF PREMISES:

G.12.1 If the Contractor considers it necessary to perform any work after the regular working hours on Saturdays, Sundays or legal holidays, the Contractor shall perform this work without any additional expense to the University.

G.12.2 The Contractor shall use only such entrances to the work area as designated by the CA.

G.12.3 Once the installation work is started, the Contractor shall complete the work as rapidly as possible and without unnecessary delay.

G.12.4 The Contractor shall occupy only such portions of the premises as required for proper execution of the contract.

G.12.5 The Contractor shall perform all the work in such a manner as to cause minimum annoyance or noises and disturbances to occupants of adjacent premises and interference with normal traffic.

G.12.6 The Contractor shall keep gates locked to maintain security into work area dictated by the existing job conditions of such nature as to prevent:

G.12.6.1 Entry of work areas by unauthorized persons;

G.12.6.2 Removal of Government property and supplies.

G.12.7 The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

G.13 **PATENTS:**

The Contractor shall hold and save the Government, its officers, agents, servants and employees, harmless for liability of, any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, article or appliance manufactured or used in the performance of this contract, including their use by the University.

G.14 **SAFETY PRECAUTIONS:**

G.14.1 The Contractor shall perform all site, plant and construction work in strict accordance with the Safety Standards of the University and the U.S. Occupational Safety and Health Act of 1970 and the D.C. Occupational Safety and Health Act of 1988, D.C. Official Code § 32-1101 et seq. and 1-620.01 et seq.

G.14.1.1 The Contractor or his representative shall be thoroughly familiar with these standards and have copies of same available at the project site at all times.

G.14.1.2 Operators of explosive-actuated tools shall have a training certificate, as required by the Safety Code, in their possession.

G.14.1.3 The Contractor shall be responsible for providing and installing adequate temporary shoring or bracing for all walls, slabs and like constructions until such items attain their design, strength, and stability.

G.14.2 The Government, its officers, agents, servants, and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.

G.14.3 Prior to execution of shoring and/or bracing, the Contractor shall submit details and calculations for shoring and/or bracing designs for the CA's review and concurrence.

G.14.4 The Contractor shall exercise special precautions to prevent use of or access to the Contractor's materials, equipment or tools and entry into the Contractor's work areas by non-authorized personnel.

G.14.4.1 A Contractor's attendant shall be present at all times when bituminous kettles are in operation to prevent the public from coming in contact with the kettles.

G.14.4.2 The Contractor shall remove each kettle as soon as its use is complete.

- G.14.5** The Contractor shall chute or hoist to the ground any and all the materials being removed from the roof areas or any upper floor.
- G.14.6** The Contractor shall not permit any live wires to be left exposed and unguarded, including open panel boards.
- G.14.7** The Contractor shall cover all open trenches during hours when work is not being executed, as required for protection of the public.

G.15 PROGRESS SCHEDULE:

G.15.1 PART I GENERAL

G.15.1.1 SECTION INCLUDES

- G.15.1.1.2** Administrative and procedural requirements for schedules and reports required for proper performance of Work.

G.15.2 Summary of Work:

- G.15.2.1** Ensure timely execution of Work using critical path method schedule, because timely Contractor performance is essential to this contract.
- G.15.2.2** Allow University to monitor Contractor's Contract Schedule continuously and cooperate so that University may audit Contractor's management of Contract Schedule via comparison by University to copy of approved Contract Schedule under University's control.
- G.15.2.3** Use approved Contract Schedule for management of entire Work and make no change, modification, or updating of logic and/or durations in Contract Schedule without prior written concurrence from University.

G.15.3 Purpose of this Specification:

- G.15.3.1** Assure adequate planning, scheduling, and reporting during execution of Work so it may be executed in orderly and expeditious manner within specified time constraints.
- G.15.3.2** Assure coordination of Contractor's self-performed work with work of:
 - G.15.3.2.1** All of elements of Contractor's organization, including subcontractors,
 - G.15.3.2.2** Between subcontractors and vendors at all tiers,
 - G.15.3.2.3** University personnel and University consultants and
 - G.15.3.2.4** Separate contractors.
 - G.15.3.2.5** Assist in processing of payments to Contractor.

G.15.3.2.6 Assist Contractor and University in monitoring progress of Work.

G.15.3.2.7 Assist Contractor and University in evaluating impact of proposed changes to Work, if any. Coordinate such evaluation with applicable requirements of any change order Section that is part of this Contract.

G.15.3.2.8 Assist in detecting problems for purpose of taking timely and effective corrective actions, to provide mechanism for monitoring effect of such corrective actions and to make adjustments in such corrective actions as necessary to ensure timely execution of Work.

G.15.3.2.9 Assure approved Contract Schedule is used to manage entire Work.

G.15.4 Standard Software:

G.15.4.1 Utilize Primavera Project Planner (P3), or approved equivalent. Equivalent scheduling software must be approved before project schedule is developed and submitted.

G.15.4.2 Set adjustable settings, including those pertaining to float calculation and progress/logic override, in accordance with University's instructions, which shall require most conservative available settings. Settings will be given in writing by the University seven (7) days after Notice to Proceed.

G.15.5 RELATED SECTIONS:

G.15.5.1 Other Section H Specification Sections including, but not limited to the following:

G.15.5.1.2 Payment Procedures: Submittal of Schedule of Values.

G.15.5.1.3 Specification Section 01330 - Submittal Procedures: Submittal of Submittal Schedule.

G.15.6 DEFINITIONS:

G.15.6.1 Milestones: Milestones listed in Contract Documents represent only major items of work or interface dates. Milestones: Considered essential to satisfactory performance of this Contract and to coordination of work on Project. Indicate Milestones in Contract Schedule as zero duration activities with "Finish-No-Later-Than" dates. Milestones represent latest allowable completion durations, measured from Contract's initial University-issued Notice to Proceed (NTP). Unless specifically excepted by Change Order, alternates, or options if any and if exercised by University, shall be performed

by Contractor within durations set out below. Coordinate application of following Milestones with contents of this specification and Work.

- G.15.6.2** Contract Schedule: Document that controls Contractor's timely execution of Work. It is initially defined by number of Work Days listed in Contract Documents for completion of each Milestone and for completion (in calendar days) of Work, until University approves Detailed CPM Schedule (DCS). Upon acceptance by University of DCS, DCS becomes Contract Schedule. Upon approval by University of mutually agreed change orders that amend DCS, most current such approved amended version of DCS becomes Contract Schedule.
- G.15.6.3** Work Days: Defined as days in calendar during period of Work performance, excluding Saturdays, Sundays and legally-mandated federal employee holidays (which apply to area in which Work is performed). Federal Holidays: New Years Day, Martin Luther King's Birthday, President's Day, Emancipation Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. If holiday falls on Saturday, preceding Friday is taken as holiday, and if holiday falls on Sunday, following Monday is taken as holiday. Work Days: Considered fully available for Contractor to perform work indicated in pertinent activities in Contract Schedule, unless, upon Contractor request, authorized University's representative:
- G.15.6.3.1** Contemporaneously annotates Contractor's daily report with acknowledgement that day reported upon was unavailable to Contractor for excusable causes, such as unusual severe weather or immitigable effects thereof,
- G.15.6.3.2** Identifies specific activities by number so affected, and Identifies extent of such impact for each affected activity (i.e. percentage reduction of crew or equipment effectiveness and/or progress).
- G.15.6.4** Data Date: Last Work Day of each month, for months between NTP and Acceptance, in accordance with schedule update requirements of this specification.
- G.15.6.5** Extended Overhead Cost: Cost incurred by Contractor in event Contract Time is extended beyond completion date set for entire Work, and University caused time extension is sole-and-controlling cause of such extension. Only costs incurred by Contractor on project work site are eligible to be classified as Extended Overhead Costs, and only if Contractor satisfies pertinent requirements set out in this specification. Such Costs: Limited to direct daily costs associated with temporary facilities on project site and supervision assigned full-time to Project site. Actual or alleged off-site costs associated with time extensions shall be deemed fully compensated by percentage mark-ups in Change Order Section that is part of this Contract, if any, or as negotiated between parties.

- G.15.6.6** Work: Entirety of work to be performed by Contractor under this Contract.
- G.15.6.7** Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - G.15.6.7.1** Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - G.15.6.7.2** Predecessor Activity: An activity that precedes another activity in the network.
 - G.15.6.7.3** Successor Activity: An activity that follows another activity in the network.
- G.15.6.8** Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
- G.15.6.9** CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- G.15.6.10** Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- G.15.6.11** Event: The starting or ending point of an activity.
- G.15.6.12** Float: The measure of leeway in starting and completing an activity.
 - G.15.6.12.1** Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - G.15.6.12.2** Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - G.15.6.12.3** Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G.15.6.13** Fragment: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

G.15.6.14 Major Area: A story of construction, a separate building, or a similar significant construction element.

G.15.6.15 Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

G.15.6.16 Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

G.15.6.17 GC Evaluation form: The GC evaluations will be conducted by the CA at each indicated construction completion stage. The evaluation forms will be utilized by the CA to determine the performance of the contractor including, but not limited to, any decision to release partial retention. The GC evaluation forms will also serve as "Past Performance" reference material on the contractor for future work sought by the contractor with University and the University.

G.15.7 SUBMITTAL PROCEDURES:

G.15.7.1 Coordination: Coordinate preparation and processing of schedules and reports with performance of other construction activities. Coordinate (Contractor to coordinate) within seven (7) calendar days of NTP, a scheduling meeting between the University, general contractor, and all scheduling consultant(s)/responsible parties to review all baseline schedule requirements and/or University's clarifications prior to start of scheduling.

G.15.8 SUBMITTALS:

G.15.8.1 Detailed CPM Schedule (DCS): Submit to University within 21 calendar days following NTP five (5) hard copies and CD-ROMs including scheduling file of detailed time-scaled precedence format network graphics and reports of proposed DCS containing following:

G.15.8.1.1 Narrative of Contractor's proposed methodology, including proposed general sequencing plan.

G.15.8.1.2 Activity number, description, duration, cost loading, resource loading, coding structure and total float for each activity.

G.15.8.1.3 Sequence of operations for Work and order and interdependencies of Work activities. Indicate major points of interface or interrelation of such activities with activities of University and/or other contractors.

G.15.8.1.4 Conformance with and identification of Milestone durations and/or dates specified.

G.15.8.1.5 Delivery of University-furnished material and/or equipment, if applicable.

- G.15.8.1.6** Critical path (or paths).
- G.15.8.2** Special Constraints: Minimize special constraints and add none during execution of Work without University's express approval. Clearly identify and explain proposed special constraints including:
 - G.15.8.2.1** Finish-to-finish, start-to-start, start-to-finish, and finish-to-start leads and lags.
 - G.15.8.2.2** Starts-on, starts-no-earlier, finishes-on and finishes-no-earlier date constraints.
 - G.15.8.2.3** Special calendars, beyond approved standard five day and seven day calendars.
 - G.15.8.2.4** Resource caps.
- G.15.8.3** Duration and Cost Limits: The Contractor is to ensure that level of detail of Contractor's DCS is function of complexity of work involved. Ensure that activities have duration of not more than fifteen (15) Work Days and have value less than \$10,000.00, unless University expressly authorizes exception. In assessing proposed exceptions, University will take into account special attributes of Work, such as long-lead equipment with extended engineering, fabrication and delivery schedules.
- G.15.8.4** Key Items Procurement Report required during construction phase for "key" (major equipment and materials and long-lead (over eight weeks, from order placement to delivery)) items fabricated or supplied for Work. Include in DCS activities for submittal, submittals review, fabrication, in-plant testing, shipment and delivery, field installation, field testing, functional performance testing, acceptance and O&M manuals for key items.
- G.15.8.5** Schedule reports indicating activity numbers, description, estimated duration in Work Days, early start and finish dates, late start and finish dates, total and free float available for each and every activity and responsibility code for each activity.
- G.15.8.6** Cost reports including following activity information, sorted by labor category:
 - G.15.8.6.1** Activity number and appropriate description.
 - G.15.8.6.2** Total cost proposed for each activity.
 - G.15.8.6.3** Computer-produced cash-flow analysis and graphics generated by both early start and late start activity dates.

G.15.8.6.7 Details of Each Calendar. Base schedule on standard workweek consisting of five - 8-hour days (Monday through Friday), subject to Government holidays described above. Contractor may propose working outside of normal work hours, including multiple shifts, working holidays and weekends, and other non-standard calendars, provided Contractor obtains University approval minimum of five work days in advance of proposed occurrence of work outside of normal hours. Contractor's Schedule Calendars: Indicate Government holidays as non-working days, unless University expressly approves otherwise.

G.15.8.8 Activity Details: Incorporate following elements and requirements in Proposed DCS:

G.15.8.8.1 Use clear and concise activity descriptions, designed to ensure that beginning and end of each activity shall be readily observable and verifiable during execution of Work.

G.15.8.8.2 Restrict each activity to single performing organization including Contractor self-performing work organization(s), subcontractors, manufacturers, fabricators, and time-sensitive suppliers. Involve such performing organizations in University's Contract Schedule and secure their individual and collective express commitment to satisfy requirements of Contract Schedule proposed by Contractor to University. Cause said commitment from said performing organizations to be represented in form of signed acceptance by such parties, included with DCS submittal.

G.15.8.8.3 Code activities in DCS that are University responsibility to execute as University responsibility activities. Include such activities as review and acceptance of documentation (including DCS schedule), submittals, issuance of NTP's and other University activities. Allow adequate duration for University review activities and as noted in other sections of Contract, but never less than seven working days unless University expressly approves otherwise.

G.15.8.8.4 In addition to identification of responsible organization, each activity shall have codes identifying areas of work. Ensure that areas of work are planned and scheduled in DCS in manageable increments. Code such increments and assign code to each activity.

G.15.8.8.5 Distribute Contract Price over activities (cost loading). Mobilization, bond and insurance costs may be indicated separately on individual activities; however, prorate other general requirement costs, such as overhead and profit, throughout activities. Divide each activity's cost loading into each of labor, material, and equipment where Contractor desires to receive payment for uninstalled material delivered to project site separate from labor and/or equipment expenditure on activities concerned.

G.15.8.8.6 Activities for each of permits, notices, tests and inspections for

pertinent activities and phases. Include review and approval activities that are the responsibility of the "Owner".

G.15.8.8.7 Build schedule to reflect incremental completion of project (by floor/by area/by systems/equipment). Include appropriate time for Contractor and University for inspection of incomplete and/or deficient work (IDW) lists, as well as correction and verification of IDW. Include time for re-inspection and re-correction where appropriate.

G.15.8.8.8 Submittals, in coordination with level of detail indicated in key items procurement report.

G.15.8.9 SUBMITTALS SCHEDULE:

G.15.8.9.1 Submit schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

G.15.8.9.2 Coordinate Submittals Schedule with list of subcontracts, Schedule of Values, and Contractor's Construction Schedule.

G.15.8.9.3 Submittal: Submit concurrently with CPM schedule. At Contractor's option, show submittals on CPM Schedule, instead of tabulating them separately.

G.15.8.9.4 Submittals Schedule: Submit three (3) copies of schedule. Arrange the following information in a tabular format:

G.15.8.9.4.1 Scheduled date for first submittal.

G.15.8.9.4.2 Specification Section number and title.

G.15.8.9.4.3 Submittal category (action or informational).

G.15.8.9.4.4 Name of subcontractor.

G.15.8.9.4.5 Description of the Work covered.

G.15.8.9.4.6 Scheduled date for Architect's and Construction Manager's final release or approval.

G.15.8.10 Acceptance of DCS:

G.15.8.10.1 University's acceptance of Contractor's DCS is condition precedent to progress payments to Contractor.

G.15.8.10.2 Upon University's acceptance of cost-loaded values, use such values as sole basis for determining progress payments.

G.15.8.10.3 University's acceptance of proposed DCS signifies only that University's summary review of DCS leads University to believe that Contractor has met general requirements of this specification pertaining to DCS format and content. Acceptance by University of DCS does not relieve Contractor of any of its responsibility whatsoever for accuracy or feasibility of Contractor's plan for execution of Work, or to perform Work within specified time constraints. Such acceptance does not expressly or impliedly warrant, acknowledge or admit reasonableness of activities, logic, durations, manpower, cost or equipment loading of Contractor's proposed or accepted Contract Schedule.

G.15.8.10.4 University's acceptance in no way makes University or its representative's insurers of success of Contractor's time performance or liable for time or cost overruns flowing from shortcomings of Contractor-authored Contract Schedule. University disclaims and Contractor waives any University obligation or liability by reason of University's active or passive acceptance of or acquiescence to Contractor's schedule submissions.

G.15.8.10.5 Should Contractor fail to properly define any element of Work, activity or logic and University review does not detect this omission or error, such omission or error, when discovered by Contractor or University, shall be corrected by Contractor before next monthly schedule update and shall not be cause for delay of completion of Work within specified time constraints. Contractor acknowledges that University is not required or otherwise obligated to discover errors or omissions in Contractor's proposed Contract Schedule.

G.15.9 QUALITY ASSURANCE

G.15.9.1 Scheduling Consultant Qualifications: Experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of University's request.

G.15.10 COORDINATION

G.15.10.1 Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

G.15.10.2 Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

G.15.10.3 Secure time commitments for performing critical elements of the Work from

parties involved.

- G.15.10.4** Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

G.15.11 FLOAT TIME

- G.15.11.1** Float Time: Not for exclusive benefit of either Contractor or University. Manage work according to early start dates, by commencing activities on early start date (calculated by latest approved Contract Schedule) or earlier if possible, unless constrained by bona fide resource limitation. University may reserve and apportion float time according to needs of Project. Actual or projected University-caused delays that do not exceed available float time shall not have any effect upon Contractor's adherence to specified time constraints and shall not be basis for time extension or additional compensation.
- G.15.11.2** Contractor Acknowledges that:
 - G.15.11.2.1** Activity delays shall not automatically result in adjustment of specified time constraints,
 - G.15.11.2.2** Change Order (modification or amendment of contract) or other University action or inaction may not affect existing critical activities or cause non-critical activities to become critical,
 - G.15.11.2.3** Change Order or delay may result in only consuming part of available total float that may exist within activity chain of network, thereby not causing any effect on specified time constraints.
- G.15.11.3** Pursuant to above float sharing requirements, use of float released by elimination of float suppression techniques such as preferential sequencing, special lead/lag logic restraints, unreasonably extended activity durations, or imposed dates shall be distributed by University to benefit of University and Contractor.
- G.15.11.4** In event Contractor wishes to complete Work earlier than time specified therefore:
 - G.15.11.4.1** Continue to calculate float based on Work completion date specified as of Contract execution, by maintaining specified Work completion date as "finish-no-later-than" constraint.
 - G.15.11.4.2** Completion Time for Work: Not amended by University's approval of, acceptance of or acquiescence to Contractor's proposed

earlier completion date.

G.15.11.4.3 Contractor: Not receive additional compensation for indirect, general, administrative or other forms of overhead

costs, for period between time of earlier completion proposed by Contractor and completion time for Work specified as of NTP.

G.15.12 UPDATES:

- G.15.12.1** Update Contract Schedule every two weeks and in coordination with Contractor's requests for progress payments.
- G.15.12.2** On working day (designated data date) approximately five working days preceding time designated for monthly payment, meet with University for purpose of reviewing Contractor's report of actual progress. Submit Contractor's up-to-date and accurate progress data as of Data Date.
- G.15.12.3** Submit monthly computer reports, CD-ROM of DCS software file, and network graphics that reflect progress of Work with respect to both cost and time, in accordance with requirements of initial Contractor-proposed DCS. Adjust selection and sort sequence, format and content of reports as directed by University.
- G.15.12.4** Contractor acknowledges that updating Contract Schedule to reflect actual progress made as of date of update is not modification to Contract Schedule's Milestone requirements.
- G.15.12.5** Submit progress report indicating activities (and portions of activities by percentage) completed during reporting period, actual start dates for those activities currently in progress, actual finish dates for those activities which were completed since last update, and progress along and deviations from critical path in terms of days ahead or days behind each individual Milestone date.
- G.15.12.6** Submit narrative report which includes description of status of schedule, problem areas if any, current and anticipated delaying factors and their known and/or forecast impact, and explanation of corrective actions taken and planned.
- G.15.12.7** Submit list of actual number of personnel (or man-hours) by discipline by working day by activity actually engaged on Work during reporting period, with such total stated separately as to on-site office (project work location), administrative management personnel and on-site supervisory personnel.

- G.15.12.8** Submit two updated copies of network. First Copy: Updated version of Contract Schedule, excluding Contractor-proposed changes. Second Copy: Updated version of Contract Schedule, including Contractor-proposed changes. Submit with second copy list of proposed modifications, additions, deletions and changes in activity logic and/or durations to approved Contract Schedule, including time-recovery steps and actions required by "Responsibility for Completion" provisions of this specification. Include written justification for each such proposal.
- G.15.12.9** If, as result of monthly update, it appears Contract Schedule no longer represents actual prosecution and progress of Work, submit revision to Contract Schedule. Include proposed adjustments in activity durations, logic changes, and resource usage or cost loading. Any negative float indicated in Contractor's proposed updates must be presented to University by Contractor with bona fide Contractor-authored plan for elimination of such negative float.
- G.15.12.10** University will respond in writing to each schedule update. University's response may include questions and/or requests for revisions. Respond in writing within seven calendar days, answering questions, and either agreeing with University's proposed revisions and submitting modified update, or setting forth justification why such revisions should not be implemented. If Contractor's justification for not implementing revision is acceptable, in University's sole judgment, such revision will be waived. If University does not accept Contractor's justification, incorporate University-directed revisions into Contract Schedule, and execute work accordingly.

G.15.13 PROGRESS PAYMENTS:

- G.15.13.1** Contractor's submission and acceptance by University of monthly progress updates and reports calculating value of work done for any given pay period for each activity based on percentage complete for that activity less amount previously paid for past percentages complete and percent of retainage (if applicable) shall precede University's processing of payment to Contractor. Contractor: Entitled to progress payments only as set out in cost reports directly derived from Contractor's updated Contract Schedule, approved by University in form and content. If, in judgment of University, Contractor fails to provide full and complete Contract Schedule update as specified herein, Contractor shall be deemed to have not provided required information upon which progress payments may be made.
- G.15.13.2** Monthly Progress Payments: Based upon information provided in Contractor's monthly schedule update. Computer-produced cost report, derived from updated DCS, will be utilized by University for calculation of amounts due Contractor. DCS resources pertaining to payment for materials shall govern payment of materials fully incorporated into Work. In event

Contractor wishes to be paid for items stored on project work site but not incorporated in Work, or for items stored offsite, comply with procedures for such payment established by University.

G.15.14 REQUESTED TIME ADJUSTMENT SCHEDULE (RTAS)

- G.15.14.1** Updated Contract Schedule submitted by Contractor shall not indicate completion date later than specified time constraints, subject to time extensions approved by University. If Contractor believes it is entitled to time extension, submit to University, within deadlines set out herein and with each contemporaneous monthly update, separate schedule analysis entitled Requested Time Adjustment Schedule (RTAS). Indicate, in said analysis, in addition to requirements of General Conditions, proposed adjustments in Contract Schedule which, in opinion of Contractor, should be made due to changes, delays or conditions occurring during past month or previously, or which are expected or contended by Contractor. Time-scale said analysis utilizing computer generated and computer drawn network. This paragraph shall not relieve Contractor of its obligation to provide proper and timely separate written notice of impacts to schedule. Contractor acknowledges that its preparation of RTASs is not extra work to Contract and preparation by Contractor of RTASs shall not be cause for Contractor to receive any additional time for performance of Work or additional compensation.
- G.15.14.2** Subject to float sharing requirements defined herein, time extensions will be granted only to extent of equitable and mutually acceptable time adjustments to activity or activities affected by Change Order(s), or where delay consumes total (positive or zero) float of critical activity (or path) and extends Milestone dates, using approved update of Contract Schedule that is current as of issue of University's written request for Contractor proposal connected with potential Change Order or other University-accountability potential schedule effect.
- G.15.14.3** Submit RTAS within 20 calendar days after initiation of thing(s) or event(s) which Contractor contends may lead to potential University-accountability delay in performance of Work, or from time of University's issuance of written request for Contractor proposal connected with potential change order (or documents of like effect), even if such issuance precedes notice to proceed for change order(s) concerned, whichever is later. Other University-caused potential impacts of any category shall be considered to have been initiated upon written initial University direction connected therewith, including direction provided through duly minuted meetings.
- G.15.14.4** Within 14 calendar days following submittal by Contractor to University of RTAS, in proper format and including specified content, University will meet with Contractor to review submittal. Revise and resubmit RTAS within three working days of such meeting, adjusting RTAS to consider issues raised by University in above meeting. University will respond with written

decision within seven calendar days following Contractor resubmittal of RTAS. Upon approval, copy of RTAS signed by University will be returned to Contractor and thereafter incorporated into Contract via Change Order. Incorporate results of each approved RTAS in update of Contract Schedule that immediately follows such approval.

- G.15.14.5** Contractor waives its right to submit requests for time extension and to receive time extension unless it meets above requirements for RTASs. Contractor waives any claim for acceleration due to refusal by University to grant time extensions should Contractor fail to comply with submission and justification requirements described herein for RTASs. Contractor's submission of RTASs shall not constitute basis for adjustment in specified time constraints unless approved by University. Actively pursue timely completion of activities pending such approval.

G.15.15 RESPONSIBILITY FOR COMPLETION

- G.15.15.1** Provide sufficient forces, offices, materials, facilities, plant and equipment, to ensure prosecution of Work in accordance with most current approved Contract Schedule update. Upon University's written advice that Contractor is behind schedule, as result of inexcusable causes, immediately remediate such time loss by increasing hours of work, number of shifts, overtime operations and/or amount of plant and equipment, without additional cost to University. Contractor acknowledges that such remedial action by Contractor is not compensable acceleration of performance of Work. Provisions of this paragraph shall not be construed as prohibiting work on Saturdays, Sundays, and holidays, if Contractor so elects and gives written notice to University two (2) working days in advance of it.

G.15.16 REPORTS

- G.15.16.1** Daily Construction Reports: Prepare daily construction report and submit on internet-based Contract Project Management software. Submit daily construction report by noon of following workday. Required information concerning events at site includes, but is not limited to, following:
- G.15.16.1.2** List of subcontractors at site.
 - G.15.16.1.3** Approximate count of personnel at site.
 - G.15.16.1.4** High and low temperatures, general weather conditions.
 - G.15.16.1.5** Accidents.
 - G.15.16.1.6** Meetings and significant decisions.
 - G.15.16.1.7** Unusual events (refer to special reports).

- G.15.16.1.8** Stoppages, delays, shortages, and losses.
 - G.15.16.1.9** Meter readings and similar recordings.
 - G.15.16.1.10** Emergency procedures.
 - G.15.16.1.11** Orders and requests of governing authorities.
 - G.15.16.1.12** Change Orders received, implemented.
 - G.15.16.1.13** Minor changes received and implemented.
 - G.15.16.1.14** Services connected, disconnected.
 - G.15.16.1.15** Equipment or system tests and startups.
 - G.15.16.1.16** Partial Completions, occupancies.
 - G.15.16.1.17** All non-construction (those that are not general contractor or subcontractor employees) visitors at the site
 - G.15.16.1.18** Completions authorized.
- G.15.16.2** Field Correction Reports: When need to take corrective action that requires departure from Contract Documents arises, prepare detailed report. Include statement describing problem and recommended changes. Indicate reasons Contract Documents cannot be followed. Submit copy to CA immediately. Proposed changes will be reviewed and accepted or rejected by CA prior to implementation. If rejected, propose alternate change following same procedure.
- G.15.16.3** Special Reports:
- G.15.16.3.1** General: Submit special reports directly to CA within one (1) day of reported occurrence. Submit copies to other parties affected by occurrence.
 - G.15.16.3.2** Reporting Unusual Events: When event of unusual and significant nature occurs at site, prepare and submit special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects and similar pertinent information. Advise CA in advance when such events are known or predictable.
 - G.15.16.3.3** Submittal of reports is condition precedent to issuance and payment of subsequent Applications for Payment.

G.16 GUARANTEE OF WORK:

- G.16.1** The Contractor guarantees, for a period of one (1) year after date of acceptance for occupancy as established in the University's written notification, to repair or replace any work in which any defects in material or workmanship appear within said period and to repair or replace any and all work damaged by reasons thereof, to the satisfaction of the CA and without cost to the University.
- G.16.2** In any case where in fulfilling the requirements of the contract or any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition comparable to its original condition and guarantee such restored work to the same extent as it was guaranteed under such other contracts.
- G.16.3** Upon the Contractor's failure to proceed promptly to comply with the terms of any guarantee under the contract or still running upon work originally executed by other Contractors, the University may (1) either have such work performed as the CO deems necessary to fulfill such guarantee, or (2) allow all such damaged or defective work to remain in such unsatisfactory condition; provided that the Contractor shall promptly pay the University the sum estimated by the CO under the provision of paragraph B above to represent the amount which would have been necessary to expend to fulfill such guarantee. Everything done in the fulfillment of any guarantee shall be without additional expense to the Government of the University of Columbia.
- G.16.4** Special guarantee: The Contractor shall provide written guarantees for work performed under the resultant contract from installation and receipt.
- G.16.4.1** Guarantee buried tanks for five (5) years against deterioration to the point of failure and against structural failure due to improper installation procedures.
- G.16.4.2** Guarantee heating and air conditioning equipment, except expendable components such as filters, for two (2) full operating seasons or the equivalent thereof against all conditions except vandalism or improper maintenance.
- G.16.4.3** Secure guarantee of built-up roof and flashing systems for ten (10) years by the manufacturer of the roofing material.
- G.16.5** All special guarantees that are stipulated in the specifications or other paper forming a part of the contract shall be subject to the terms of this paragraph insofar as they do not conflict with the provisions containing references to guarantees in the specifications or such other papers. In case of any conflict, the special guarantee shall take precedence.

G.17 PROTECTION:

- G.17.1** The Contractor shall protect existing public and private property including but not limited to sidewalks, pavements, landscaping, from damage using methods approved by CA such as planking, covering, temporary cement curbs, and shall be responsible for replacement of

items that are damaged by work under this contract. The Contractor shall repair or replace damages to sidewalks, curbs, streets, public property and public utilities as directed by the CA in accordance with standards of the agency having jurisdiction over the damaged property. The CA will not permit grouting of cracks in sidewalks and driveways. The Contractor shall replace cracked slabs.

G.17.2 The Contractor shall be responsible for personal injury to workmen and the public and shall indemnify and hold the University harmless for any such injuries that are incurred during the performance of this contract.

G.17.3 Nothing contained in the drawings and UNIVERSITY Specifications for installation of fences, barricades or site protection shall be interpreted as making the University a party to, liable for, or relieving the Contractor of:

G.17.3.1 The Contractor's responsibility for materials delivered and work performed until completion and final acceptance;

G.17.3.2 The Contractor's responsibility to sustain all costs, losses or damages arising out of the nature of the work to be done, or due to any unforeseen or usual obstructions or difficulties which may be encountered in the accomplishment of the work, or resulting from the work, or resulting from the action of the elements; and

G.17.3.3 The Contractor's responsibility to protect existing public and private property.

G.17.4 Lights:

G.17.4.1 Illumination of the worksite during non-daylight hours is required of the Contractor at the Contractor's expense.

G.18 **UNDERGROUND SERVICES:**

G.18.1 ACTIVE: The University has made its best efforts to show all active services on the contract drawings and specifications. However, the University gives no assurance that there are no other active services in areas in which work is to be performed. If during execution of work, other active services are encountered that necessitate changes in drawings or specifications, the Contractor shall make the required adjustments. The costs for these adjustments shall be at the University's expense.

G.18.2 INACTIVE OR ABANDONED: If, during execution of work, the Contractor encounters inactive or abandoned services not shown or specified, the Contractor shall notify the CO as set forth in Article 4 of the Standard Contract Provisions.

G.19 **EXISTING CONDITIONS:**

G.19.1 The Contractor shall verify by actual measurement existing work required to connect with work now in place before the Contractor commences actual work at the site. The

Contractor shall ensure that new work in extension of existing work shall correspond in all respects with that to which it connects unless otherwise indicated or specified.

G.19.2 The Contractor shall cut, alter, remove or temporarily remove and replace existing work as necessary for the performance of the work to be done. The Contractor shall

restore work remaining in place that is damaged or defaced by reason of work done under this contract to a condition satisfactory to the CA.

G.20 OPERATION AND MAINTENANCE INSTRUCTIONS:

G.20.1 Prior to final acceptance of the project, the Contractor shall submit to the CA three (3) copies of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system.

G.20.2 Manuals shall show all controls (switches and valves) and give instructions on functions of each.

G.20.3 Manuals shall give proper operating, reading or tolerances for all gauges and other control indicating devices.

G.20.4 Manuals shall show the location of all items requiring periodic maintenance operations and specify recommended intervals of maintenance and recommended lubricants, and a listing of spare parts.

G.20.5 Manuals shall include diagrammatic sketches or actual layouts of mechanical and electrical system showing location of all control items such as fuses, circuit breakers, indicator lights, dials, gauges, valves, thermostats, aquatints, cleanouts, and switches.

G.20.6 The Contractor shall submit manuals which shall be bound separately into appropriate sets, i.e., air conditioning system, heating system, ventilating system, lighting system, ship equipment, plumbing system, incinerator, sprinkler system, sound system, clock and bell system, power operated door system and special equipment.

G.21 EROSION AND POLLUTION CONTROL:

G.21.1 The Contractor shall provide erosion control facilities as approved and as required for fulfilling the requirements of Health Regulations of the University.

G.21.2 The Contractor shall take such measures, as determined to be adequate in the opinion of the CO, which will prevent soil erosion from the site in question.

G.21.3 The Contractor shall conduct all operations in such a manner as to prevent when possible and otherwise minimize the contamination of watercourses by sediment bearing materials or other pollutants.

G.21.4 The Contractor shall maintain effective erosion control for the duration of any suspension of all or a portion of the construction operation.

G.22 GOVERNMENT INSPECTORS:

G.22.1 The Contractor shall perform work under the general direction of the CA and is subject to inspection by his/her appointed Inspector to ensure strict compliance with the terms of the contract. Neither the CA nor an Inspector is authorized to change any provision of the contract documents without written authorization of the CO.

G.22.2 The Contractor shall not be relieved from compliance with material and workmanship requirements of the contract by the presence of or absence of an Inspector.

G.23 DRAWINGS AND UNIVERSITY SPECIFICATIONS:

G.23.1 Pursuant to Article 2 of the General Provisions, Standard Contract Provisions for Construction Projects, the general character and scope of the work are illustrated by the specifications and drawings listed in Section C, Paragraph C.3, included herein. Any additional detail drawings and other information deemed necessary by the CO will be furnished to the Contractor when and as required by the work.

G.23.2 In case of differences between small and large-scale drawings, the large-scale drawings shall govern.

G.23.3 Where on any of the drawings, a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to those portions indicated in the outline.

G.23.4 Where similar work occurs in the drawings, the Contractor shall interpret the same in its general sense and not as meaning identical. The Contractor shall work out all the details in relation to their location and their connection with other parts of the work.

G.23.5 In case of differences between the schedules and small or large scale drawings, the schedules shall govern.

G.23.6 In cases of differences between the specifications and standards, and in cases of differences between drawings and the specifications, the specifications shall govern.

G.24 REFERENCE TO CODES AND REGULATIONS:

G.24.1 Where the University codes and regulations and other codes and regulations are referred to in these specifications, they are minimum requirements.

G.24.2 Where the requirements of these specifications exceed the referred requirements of the codes and regulations, these specifications shall govern.

G.24.3 Requirements of codes and regulations shall include revisions, amendments and supplements thereto in effect on the closing date of the Invitation For Proposals (IFB). The IFB will be amended to conform it to such code and regulation changes that occur after the closing date.

G.25 SINGULAR OR PLURAL NUMBERS:

Where any device or part of equipment is herein referred to in the specifications or on the drawings in the singular or plural number, such reference shall be deemed to apply to as many such devices as are required to complete the installation as shown on the drawings.

G.26 ENGINEERING AND LAYOUT SERVICES:

G.26.1 The Contractor shall provide competent engineering services to execute the work in accordance with the contract requirements. The Contractor shall verify the figures shown on the drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.

G.26.2 The University has made its best efforts to establish such general reference points as will enable the Contractor to proceed with the work. It is the Contractor's responsibility to visit the site and familiarize themselves with the site conditions before submitting his proposal.

G.26.3 The Contractor shall make no change in locations without the written approval of the CO.

G.27 BUILDING LINES AND BATTER BOARDS:

G.27.1 Prior to commencing construction, the Contractor shall obtain a plat of computations from the D.C. Surveyor's Office to ascertain official reference points from which the property survey can be made.

G.27.1.1 The Contractor shall establish and have platted on site, all building lines, building restriction lines and property lines shown on drawings, utilizing the service of a registered professional surveyor regularly engaged in such practice.

G.27.1.2 The Contractor shall also establish critical grade and boundaries for construction of facilities where distance measurements are important, utilizing the service of a registered professional surveyor.

G.27.1.3 Within 10 working days of receiving the plat of computations, the Contractor shall submit to the CA two (2) copies of plat showing such lines and grades with a registered professional surveyor's certification of their correctness.

G.28 WALL CHECK:

G.28.1 After foundations are in place and walls have been defined, but before additional construction and work is effected, the Contractor shall cause a wall check to be made by the same registered professional surveyor who established the building lines and property lines.

G.28.2 The Contractor shall obtain certification by the D.C. Surveyor's Office of the location of the foundation walls by submitting his registered professional surveyor's certification prior to proceeding with construction.

G.29 INTERFERENCE:

(Mechanical Equipment, Piping, Ducts and Electric Conduits)

G.29.1 The Contractor shall coordinate all mechanical and electrical work associated with the separate sections of the specifications with work of all other trades so as to avoid any interference with installation of pipes, ducts and conduits.

G.29.1.1 The sizes and locations of the pipes, ducts, electrical conduits and the method of running them are shown on the drawings, but it is not intended to show every offset and fittings or every architectural or structural obstacle that will be encountered during the installation of the work. The Contractor shall modify alignment of pipes, ducts and conduits from that shown on the contract drawings, where necessary, without any additional costs to the University.

G.29.1.2 The Contractor shall furnish such materials and labor, as necessary, to make the piping, ducts and conduit modifications as required, due to building obstructions and to complete the installation in accordance with best practice of the trades and to the satisfaction of the CA.

G.30 CONTRACT DOCUMENTS FURNISHED:

G.30.1 The University will furnish to the Contractor, at no additional cost, two (2) sets of drawings and specifications. The Contractor shall reproduce or otherwise obtain all contract documents in excess of the numbers stated above, which may be required by him. The Contractor shall use these reproducibles as the basis of the as-built drawings required under G.36.

G.30.2 Contract documents to be furnished by the University may be obtained, upon twenty-four (24) hours advance notice, from:

*Eric Thompson
Facilities and Real Estate Division
4200 Connecticut Avenue, NW
Building 38, Room C01
Washington, DC 20008
202 274-5865
ethompson@udc.edu*

G.31 PHOTOGRAPHS:

G.31.1 Site Condition Photographs: Prior to start of construction work, the Contractor shall provide a minimum of five (5) site condition photographs for exterior pre-construction work site. The location of photographs shall be as directed by the CA. Photographs shall conform to requirements specified below.

- G.31.2** Progress Photographs: The Contractor by the 15th day of each month shall submit progress photographs of the site at each work area. The requirements for such photographs are as follows:
- G.31.2.1** Size approximately 8 x 10 ½ inches.
 - G.31.2.2** Taken as directed by the CA.
 - G.31.2.3** All photographs shall have an extension (title margin) of approximately ¾ inch clear paper at bottom of the 10 ½ inch side, with the following information printed or typed thereon:
 - G.31.2.3.1** Name of project and Contractor;
 - G.31.2.3.2** Location of photographs in relation to project;
 - G.31.2.3.3** Subject matter shown on photographs identified;
 - G.31.2.3.4** Dates taken; and
 - G.31.2.3.5** Serial numbers.
 - G.31.2.4** Glossy finish, mounted on linen. Provide a 1 inch wide binding margin on the left side.
 - G.31.2.5** Number of photographs in each submission:
 - G.31.2.5.1** Prior to starting work, three (3) (in addition to site condition photographs).
 - G.31.2.5.2** All other submissions shall be a minimum of four (4).
 - G.31.2.6** Submitted to the CA each month.
- G.31.3** Finished Project Photographs: After building has been constructed, site cleaned up and project is ready for acceptance by the University, the Contractor shall furnish to the CA two (2) prints each of four (4) photographs, plus the negatives, as follows:
- G.31.3.1** One perspective view of project.
 - G.31.3.2** Three (3) photographs of areas designated by representatives of the CA.
 - G.31.3.3** Photographs shall be 8 x 10 ½ inch size, with the following information printed in back:
 - G.31.3.3.1** Name of project; and
 - G.31.3.3.2** View shown on photograph.
- G.31.4** Should the number of photographs provided be other than that specified above, the CO shall issue a change order adjusting the contract amount in accordance with Article 3 of the Standard Contract Provisions.

G.31.5 All photographs shall be taken by a professional photographer on a minimum 4 x 5 inch negative size and all enlargements shall be clear and with the proper contrast.

G.31.6 The Contractor may submit photographs by taking photos using digital cameras that provide the same degree of clarity and proper contrast. However, all the submittals shall be in the same aforementioned format, except in lieu of submitting the negatives, the Contractor shall submit the photos on the disks.

G.32 **ADD TO ARTICLE 3, CHANGES, OF THE STANDARD CONTRACT PROVISIONS, GENERAL PROVISIONS SECTION, THE FOLLOWING SECTION E, EQUITABLE ADJUSTMENTS:**

G.32.1 The purpose of this section is to define a standard procedure for determining reasonable costs and times for purpose of making equitable adjustments under Article 3, CHANGES, of the Standard Contract Provisions, General Provisions section.

G.32.2 Unless provided in the contract, the following procedure shall be used:

G.32.2.1 Where the nature of the change is known sufficiently in advance of construction to permit negotiation, the parties shall attempt to agree on a fully justifiable price adjustment or adjustment of time for completion.

G.32.2.2 If the parties fail to agree upon an equitable adjustment prior to the time the proposed change affects the contract work, or if the CO determines it is not feasible to reach an agreement regarding an equitable adjustment, either due to lack of time or other reasons, the CO will order the change in accordance with Article 3 of the General Provisions and the Contractor shall proceed with the execution of the work so changed.

G.32.3 Equitable adjustments shall be determined in the following manner, unless stated in the contract.

G.32.3.1 Whenever a change is proposed or directed, the Contractor shall submit a proposal or breakdown within thirty (30) days of its receipt of the change, and the proposal will be acted upon promptly by the CO.

G.32.3.2 Price Adjustments

G.32.3.2.1 If agreement on costs cannot be reached prior to execution of changed work, payment will be made for the actual costs provided records of such costs are made available and that such costs are reasonable and predicated on construction procedures normally utilized for the work in question. If not, then payment shall be based on standard trade estimating practice.

G.32.3.2.2 Where basis of equitable adjustments is the actual cost incurred in performing changed work, the Contractor shall furnish the University with a complete breakdown of costs, covering the subcontractor work, as well as his own, individually itemizing the following:

- i. Material quantities and unit prices
- ii. Labor hours and basic hourly rate for each labor classification
- iii. Fringe benefits rate for each classification
- iv. Construction equipment
- v. Overhead
- vi. Profit
- vii. Commission
- viii. FICA, FUTA and DUTA (applied in basic hourly wage costs).

G.32.3.2.3 The Contractor shall furnish substantiation of fringe benefits, workmen compensation, FICA, DUTA, FUTA and State unemployment taxes at the request of the University.

G.32.3.2.4 The percentage for overhead, profit and commission to be allowed shall in no case exceed the following and shall be considered to include, but not limited to, insurance, other than mentioned herein, field and office supervisor and assistants above the level of foreman, incidental job burdens and general office expense, including field and home office. No percentage for overhead and profit will be allowed on FICA (Social Security), FUTA (Federal Unemployment and DUTA (University Unemployment) taxes:

	Overhead	Profit	Commission
1. To Contractor on work performed by other than his/her own forces.	-	-	10% of value of work performed
2. To Contractor and/or Subcontractor for that portion of work performed by their respective forces.	10%	10%	-
3. From Contractor on deleted work to have been performed by other than his/her own forces.	-	-	5% of value of deleted work
4. From Contractor or Subcontractor on deleted work to have been performed by his/her own forces.	-	-	5% of value of deleted work

- G.32.4.1.1** Reasons/cause and responsibility of each delay
- G.32.4.1.2** Inclusive dates of each delay
- G.32.4.1.3** Specific trades affected
- G.32.4.1.4** Portion (s) of each work contract activity affected and the duration thereof
- G.32.4.1.5** Status of work activity affected before delay commenced
- G.32.4.1.6** Concurrency of any other delays, including Contractor's own
- G.32.4.1.7** Net effect of each delay under this request, on the overall contract completion
- G.32.4.1.8** In the case of late delivery of materials and/or equipment, back up date, correspondence and documentation should include but not be limited to the following: establishment that prior to ordering there was a reasonable assurance of timely supply; copies of each purchase order establishing the dates of procurement, invoices, delivery receipts and the like showing shipping or delivery dates; and copy of correspondence showing diligent attempts to follow ups to obtain materials when critically needed from other sources.

- G.32.4.2** All documentation should demonstrate that any delay was unforeseeable and without the fault or negligence of the Contractor, subcontractor or supplier involved. The Contractor will be entitled only to the additional number of days the project is delayed which is not concurrent with another delay for which a time extension has been granted or for which a valid request has been submitted.
- G.32.4.3** In case of delays due to strikes, documentation shall include evidence of when and what trades struck, with reasons for the strike, prompt submittal of notice when the strike was ended and the date thereof, analysis of the effect of the strike on the completion of the contract work.
- G.32.4.4** In case of delays due to unusually severe weather, documentation shall include daily temperature and precipitation records for each period of delay involved and explanation of delaying effect, including number of days that the construction activities on the current critical path at the time were actually delayed, including any extended impact, beyond the normal anticipated days of delay due to the weather conditions.

G.32.5 **COST AND PRICING DATA** (applicable to a Change Order or Modification) :

- G.32.5.1** Unless otherwise provided in the solicitation, the Contractor shall, before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's

knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of negotiation of the change order or modification.

- G.32.5.2** If any price, including profit or fee, negotiated in connection with any change order or contract modification, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- G.32.5.3** Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.
- G.32.5.4** The following specific information should be included as cost or pricing data, as applicable:
- G.32.5.4.1** Vendor quotations;
 - G.32.5.4.2** Nonrecurring costs;
 - G.32.5.4.3** Information on changes in production methods or purchasing volume;
 - G.32.5.4.4** Data supporting projections of business prospects and objectives and related operations costs;
 - G.32.5.4.5** Unit cost trends such as those associated with labor efficiency;
 - G.32.5.4.6** Make or buy decisions;
 - G.32.5.4.7** Estimated resources to attain business goals;
 - G.32.5.4.8** Information on management decisions that could have a significant bearing on costs.
- G.32.5.5** If the Contractor is required to submit cost or pricing data in connection with pricing any change order or modification of this contract, the CO or representatives of the CO shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall

extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:

G.32.5.5.1 final payment under the contract;

G.32.5.5.2 final termination settlement; or

G.32.5.5.3 the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

G.33 SCAFFOLDING:

G.33.1 The Contractor shall erect adequate scaffolds as required to perform the work in accordance with the Safety Code of the DC Minimum Wage and Industrial Safety Board and so that the work may be inspected by CA.

G.33.2 The Contractor shall not erect scaffolds until required to be ready for use.

G.33.3 The CA will inspect the work upon the Contractor's advising of completion of contract requirements, and the Contractor shall promptly remove the scaffolding upon acceptance of the work.

G.33.4 Wherever possible, the Contractor shall use swinging scaffolds for exterior work under this contract.

G.33.5 Where swinging scaffolds are not practicable, the Contractor will be permitted to use other types of scaffolds provided:

G.33.5.1 The Contractor shall prepare a list of areas and give the types of scaffold(s) he will use for each area.

G.33.5.2 The list shall be submitted not later than ten (10) calendar days after the contract is awarded.

G.34 EXISTING EQUIPMENT REMAINING IN USE:

G.34.1 During the contract term, University personnel will maintain any existing equipment that remains temporarily operational.

G.34.2 The Contractor shall coordinate with the CA the time for removal of equipment in order to permit the University to salvage components for use on equipment remaining in use.

G.35 RESERVED:

G.36 AS-BUILT DRAWINGS:

G.36.1 General: The Contractor shall, upon completion of all work under this contract, prepare and furnish to the CA, as specified herein, as-built drawings. The as-built drawings shall be a record of the construction as installed and completed by the Contractor. They shall include all the information shown on the contract set of drawings, and all deviations, modifications, or changes from those drawings, however minor, which were incorporated in the work, including all additional work not appearing on the

contract drawings, and all changes which are made after any final inspection of the contract work. In the event the Contractor accomplished additional work which changes the as-built conditions of the facility after submission of the final as-built drawings, the Contractor shall furnish revised or additional drawings as required to depict final as-built conditions. The requirements for these additional drawings will be the same as for the as-built drawings specified in this paragraph.

G.36.2 Preliminary As-Built Drawings: The Contractor shall maintain at the work site a full size set of contract drawings for depicting a daily record of as-built conditions. The drawings shall be maintained in a current condition at all times during the entire contract period and shall be readily available for review by the CA at all times. These drawing shall be updated daily by the Contractor showing all changes from the contract plan which are made in the work, or additional information which might be uncovered in the course of construction. The Contractor shall record this information on the prints accurately and neatly by means of details and notes. The As-Built Drawings shall show, but not be limited to, the following details:

G.36.2.1 The location and description of any utility lines or other installations of any kind or description known to exist within the construction area. The location includes dimensions of permanent features.

G.36.2.2 The location and dimension of any changes within the building or structure, and the accurate location and dimension of all underground utilities and facilities.

G.36.2.3 Correct grade or alignment of roads, structures, or utilities if any changes were made from contract plans.

G.36.2.4 Correct elevations if changes were made in site grading.

G.36.2.5 Changes in details of design or additional information obtained from working drawing specified to be prepared or furnished by the Contractor, including but not limited to fabrication, erection, installation and placing details, pipe sizes, insulation material, and dimension of equipment foundations.

G.36.2.6 The topography and grades of all drainage installed or affected as part of the project construction.

- G.36.2.7** All changes or modifications of the original design that result from final inspection.
- G.36.2.8** Where Contract Drawing or Specifications allow options, only the option actually used in the construction shall be shown on the as-built drawings. The option not used shall be deleted.
- G.36.3** Submittals of As-Built Drawings: The Contractor shall submit to CA for review and approval all as-built drawings using the following procedure:
- G.36.3.1** Deliver two (2) copies of the preliminary as-built marked prints to the CA at the time of final inspection of each facility for review and approval.
- G.36.3.2** If upon review of the preliminary as-built drawings, the CA finds errors or omissions, the CA will return the drawings to the Contractor for corrections. The Contractor shall complete the corrections and return the drawings to the CA within ten (10) calendar days.
- G.36.3.3** After approval, the CA will return one (1) copy of the as-built marked up print, along with the original contract Mylar to the Contractor for use in preparation of the final as-built drawings.
- G.36.3.4** The Contractor shall incorporate the information from the approved preliminary as-built drawings into the final as-built mylar in a neat, accurate and professional manner and deliver the same to the CA.
- G.36.4** Draftsmanship: The Contractor shall employ only personnel proficient in the preparation of engineering drawings to standard, who are satisfactory and acceptable to the CA to modify reproducible contract mylar or prepare new drawings. All additions and corrections the Contractor makes to the contract mylar shall be neat, clean, and legible and shall match the adjacent existing line work or lettering annotated in type, density, size and style. The Contractor shall prepare all pencil work with plastic drawing lead suitable for use on mylar material, and shall use the grade of lead that will produce a sharp clear heavy black line similar to ink.
- G.36.5** Final As-Built Drawings: The Contractor shall letter or stamp the final revisions to the as-built drawings with the words "RECORD DRAWING" in letters at least 3/8 inch high placed above the title block, if space permits; if not, below the title block between the border and the trim line. The date of completion and the words "REVISED AS-BUILT" shall be placed in the revision block above the latest existing revision notation. The CA will not permit markings on the reverse side of the drawings. The Contractor shall use the following details for labeling, sizing and formatting the drawings:
- G.36.5.1** Title block to be used for any new as-built drawings shall be similar to that used on the original drawings.
- G.36.5.2** New or added drawings shall be full size to match the overall dimensions of the Government supplied mylar.

G.36.5.3 The CA will review any final as-built drawings for accuracy and conformance to the drafting standard and other requirement contained in this and other sections. The Contractor shall make all corrections, changes, additions, and deletions required to meet these standards.

G.36.5.4 The Contractor shall complete and return the final as-built record drawings (mylar) and return the same to the CA within sixty (60) calendar days

after the final inspection of the facility to which the drawings apply, unless additional time is granted by the CA.

G.36.5.5 If the University furnishes the original contract drawings in digital format the Contractor shall submit the as-built drawings on CD (3 copies) using the latest version of AutoCAD.

G.37 51% UNIVERSITY RESIDENTS NEW HIRES/FIRST SOURCE EMPLOYMENT AGREEMENT:

G.37.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”).

G.37.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, **Attachment J.2.3**, in which the Contractor shall agree that:

G.37.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and

G.37.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

G.37.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”), verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

G.37.3.1 Number of employees needed;

G.37.3.2 Number of current employees transferred;

G.37.3.3 Number of new job openings created;

G.37.3.4 Number of job openings listed with DOES;

G.37.3.5 Total number of all University residents hired for the reporting period and the

cumulative total number of University residents hired; and

G.37.3.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including;

- a. Name;
- b. Social Security number;
- c. Job title;
- d. Hire date;
- e. Residence; and
- f. Referral source for all new hires.

G.37.4 If the contract amount is equal to or greater than \$100,000.00, the Contractor agrees that 51% of the new employees hired for the contract shall be University residents.

G.37.5 With the submission of the Contractor's final request for payment from the University, the Contractor shall:

G.37.5.1 Document in a report to the CO its compliance with the section G.37.4 of this clause; or

G.37.5.2 Submit a request to the CO for a waiver of compliance with section G.37.4 and include the following documentation:

G.37.5.2.1 Material supporting a good faith effort to comply;

G.37.5.2.2 Referrals provided by DOES and other referral sources;

G.37.5.2.3 Advertisement of job openings listed with DOES and other referral sources; and

G.37.5.2.4 Any documentation supporting the waiver request pursuant to section G.37.6.

G.37.6 The CO may waive the provisions of section G.37.4 if the CO finds that:

G.37.6.1 A good faith effort to comply is demonstrated by the Contractor;

G.37.6.2 The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Area which includes the University; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

G.37.6.3 The Contractor enters into a special workforce development training or placement arrangement with DOES; or

G.37.6.4 DOES certifies that there are insufficient numbers of University residents in the labor market possessing the skills required by the positions created as a result of the contract.

G.37.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections G.37.5 and G.37.6, the CO shall determine whether the Contractor is in compliance with section G.37.4 or whether a waiver of compliance pursuant to section G.37.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the CFO and the CA.

G.37.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section G.37.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the CO pursuant to this section G.37.8.

G.37.9 The provisions of sections G.37.4 through G.37.8 do not apply to nonprofit organizations with 50 employees or less.

G.38 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT:

G.38.1 For contracts subject to the 51% University Residents New Hires Requirement and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in G.37.

G.38.2 The CFO shall not make final payment to the Contractor until the CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% University Residents New Hires Requirement and First Source Employment Agreement

PART I

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SERVICES

H.1.2 The Contractor shall accept the relationship of trust and confidence established with the University by this contract, and agrees to furnish their best skill and judgment in the execution of this contract in a manner consistent with the interests of the University. Also, they agree to cooperate with the Architect/Engineer (A/E) and the CM in furthering the best interests of the University. The University shall endeavor to promote cooperation among the University, A/E, CM, Contractor and other persons employed by the University for the project.

H.1.3 **Construction Services**: The University requires the Contractor to provide all personnel, office facilities and equipment to perform the supervisory and administrative services and all subcontracted and self-performed labor, materials and equipment to perform the construction effort, as summarized below (and including all requirements called out in the drawings and specifications). All meetings and conferences shall be conducted within the Metropolitan Washington DC area unless specified otherwise. The Contractor shall provide construction administration and management services to ensure the proper execution and completion of construction for the New Student Center.

H.1.3.1 The Contractor shall prepare and maintain a Quality Control Plan (QCP) to address all qualitative performance/specification requirements, installed conditions and operating characteristics. The QCP is intended to document those inspections/tests necessary to assure the University that product delivery, quality and performance are as required and goes hand in hand with all Commissioning activities. It also serves as an inspection and coordination tool between the University and the Contractor.

H.1.3.2 In accordance with the QCP, the Contractor shall be responsible for conducting required tests and for submitting test results to the University. The Contractor shall review the construction contract and identify all tests that are required to perform and prepare a complete testing schedule. The Contractor's testing responsibilities include:

- a. Verifying that tests are conducted as scheduled.
- b. Notifying the University of tests for witnessing purposes.
- c. Witnessing selected tests.
- d. Checking test results.
- e. Retaining test records.
- f. Summarizing significant test results in progress reports.
- g. Notifying the University of test failures and planning corrective actions.
- h. Overseeing corrective actions and re-testing.

H.1.3.3 The Contractor may be asked to perform independent or verification tests for the

University. Such tests may be performed by the Contractor's in-house staff, if certified or by subcontract to a certified testing laboratory.

- H.1.3.4 For each performance requirement, the QCP shall identify the following: item/system to be tested, exact test(s) to be performed, measured parameters, inspection/testing organization and the stage of construction when the tests are to be performed. Each inspection/test shall be coded and referenced on a timeline to identify when tests will be performed. The Contractor is not relieved from required performance tests should these not be included in the plan.
- H.1.3.5 The Contractor shall organize inspection/testing descriptions in accordance with Construction Specification Institute (CSI) divisional headings and chronological/sequence or combinations thereof to delineate all facets of design and construction.
- H.1.3.6 For each divisional heading, the Contractor shall identify all subsystems, equipment and/or components which influence operation, function, quality or demonstrates attainment of performance requirements.
- H.1.3.7 The Contractor shall identify each test parameter and represent each operating condition and all control modes of operation.
- H.1.3.8 For each inspection, adjustment and test parameter, the Contractor shall identify the inspection/test procedures, required preparation, adjustments contemplated, test result comparison to that designed, time of occurrence, mode of operation and the firm(s) who are to perform and witness the work.
- H.1.3.9 During construction, the Contractor shall update the QCP at least two (2) weeks prior to performing referenced tests, notifying the University's CA of schedule and procedural changes.
- H.1.3.10 The Contractor shall perform inspections and tests throughout the construction process, including but not limited to the following: construction installation (placement/qualification measurements) and final inspections/tests (commissioning/performance certification). Periodic "Quantity" and compliance inspections shall also be conducted. The Contractor shall take appropriate steps to assure the project is in a condition to receive inspections and tests.
- H.1.3.11 All inspections and tests called for and/or required to verify documented contract assumptions, to establish work accomplishment, or to certify performance attainment shall be witnessed by the University or its representatives and coordinated through the QCP. When required, local code officials and municipal inspection personnel shall also witness inspections and tests as necessary. Contractor shall be responsible for coordinating with local code and/or municipal inspection officials for the authorities having jurisdiction.
- H.1.3.12 The Contractor shall be responsible for verifying all investigation data supplied by the University. The University does not warrant the accuracy, validity,

completeness or relevance of anything contained in these reports which is not factual in nature. The University shall not be liable for any cost incurred by the Contractor as a result of its election to rely upon non-factual elements of these documents, such as recommendations and engineering judgments.

H.1.3.13 RESERVED

- H.1.3.14 The independent Testing and Balance (TAB) Contractor shall be directly contracted with the Contractor for the duration of this project. The Contractor's Commissioning Manager shall manage the Testing and Balancing Contractor and coordinate with all pertinent subcontractors to ensure work is performed within the requirements of the specifications and the project's intent.
- H.1.3.15 The Contractor shall be required to maintain an up-to-date set of as-built drawings and specifications during the life of the project. The University will verify the accuracy and completeness of the as-built documents on at least a monthly basis as part of the Contractor's invoice review process. If as-built documentation is not up to date with field progress, the University may elect to make deductions from the Contractor's monthly invoice until the documentation is brought back into compliance and accurately reflects field conditions and changes.
- H.1.3.16 The Contractor shall finalize as-built drawings and manuals, incorporating all "as-built" conditions and submit record drawings and as-builts to the University for review and approval near the completion of the construction. The Contractor shall incorporate this information into an electronic record set. The University shall monitor the submittal of the as-built drawings for accuracy and completeness. Should the University determine that variations exist between finished construction and the as-built drawings, the University shall monitor the Contractor's performance to correct drawings to the satisfaction of the University.
- H.1.3.17 The Contractor shall attend weekly progress meetings with the University. The progress meeting will be held at the construction site. The Contractor shall be ready to discuss the progress on the CPM update, submittals, progress, status of old business and any new business.
- H.1.3.18 The submittals required of the Contractor (e.g., shop drawings, samples, certificates, catalog data, test reports, warranties, and operating manuals) are specified in the construction contract documents.
- H.1.3.19 The Contractor shall develop a complete list of submittals from the construction contract for monitoring purposes. The Contractor's submittal control process shall include target time periods for delivery, review, and return consistent with the review periods specified in the construction contract. In addition, the Contractor shall clearly identify early required and priority submittals. The review of these submittals will have priority in regards to review over all other submittals. The submittal control process will include initial delivery and distribution, logging, review, mark-up, approval/rejection, return

distribution, resubmittal processing, and tracking/monitoring. The A/E shall review submittals and recommend approval, approval as noted, or rejection. The University will have the ultimate approval authority.

- H.1.3.20 The Contractor shall be responsible for facilitating the review and approval of submittals so as to keep processing times to the minimum. Under the terms of the construction contract, the Contractor shall be required to prepare submittals in time to support corresponding construction activities, allowing sufficient time for the University and the A/E's review. If delays are encountered or anticipated in the receipt of submittals or in the processing of submittals, the Contractor shall develop strategies for mitigating the delays and assist the University with remedial follow-up actions.
- H.1.3.21 The Contractor shall be required to provide travel and lodging to the manufacturer's location for up to three (3) University personnel to inspect the manufacturing and factory testing of certain pieces of equipment as addressed/identified in the construction contract documents.
- H.1.3.22 Submittals will be tracked electronically through the University's Prolog Manager Database however submittals shall be hardcopies and will not be submitted electronically unless explicitly stated by the University. This may occur on a case by case basis.
- H.1.3.23 The Contractor shall be responsible for safety at the construction site. The Contractor shall also be responsible for preparation of a safety plan and for carrying out the safety plan. The GC staff shall maintain conformance to the safety plan and all applicable Federal and District regulations throughout the course of construction. Contractor personnel shall consider safety a key element of their daily walk-throughs / inspections of the project site. The Contractor shall be required to comply and cooperate with officials of other agencies (Federal or University) who are vested with authority to enforce requirements of the Occupational Safety and Health Act. If required, the Contractor shall assist the University in preparing accident and fire reports.
- H.1.3.24 The CM, along with the A/E, will assist the University in quality assurance inspections of the Contractor and subcontractors' workmanship, materials, and equipment for conformity with requirements of the construction contract, i.e., against the contract drawings and specifications, subsequent contract modifications, and approved submittals. The University will promptly report to the Contractor, in writing, observed variances from the contract requirements with a copy to the CO, advise the CO if the Contractor fails to promptly remove, correct, or replace unacceptable construction work, and assess any delays caused by contractor. Throughout construction the Contractor shall maintain an up-to-date list of defects and omissions. The Contractor shall prepare and maintain inspection reports. The University will conduct the final inspection with assistance from the CM and the A/E. The University's inspection of work and comments in no way relieves the Contractor from any contractual obligation, code requirement, or any other law, regulation, or restriction applicable to the work.

- H.1.3.25 A Request for Information (RFI) is a question posed by the Contractor seeking clarification of contract requirements. The RFI shall be in writing, but is encouraged that questions or initial discussions be expressed orally in a formal setting such as a progress meeting and recorded in the minutes. The RFI and response provide a documented history of the issue, and are considered a no-cost clarification to the contract for construction. A RFI can result in a contract modification, but such modifications must be approved and processed as formal contract modifications, with cost and time delineated.
- H.1.3.26 The Contractor shall be responsible for initiating any needed RFI's only after initial coordination and clarification talks with the A/E and/or CM and for maintaining a log of all RFI's and coordinating RFI's among the subcontractors, A/E, CM and the University.
- H.1.3.27 The Contractor shall advise the A/E and the CM of all RFI responses, and confirm that all parties agree with the contract interpretation contained in each response.
- H.1.3.28 The Contractor shall verify that with each contract modification, time and cost are properly delineated.
- H.1.3.29 The services described above is not a complete list of the services the Contractor will be required to perform. Throughout the construction phase the Contractor shall perform or assist the University in performing other various tasks. Examples of other tasks may include recommending solutions to problems encountered and services associated with the design and renovation of the facility.

H.2 LIQUIDATED DAMAGES:

- H.2.1 The Contractor shall pay to the University of Columbia the sum of **one thousand nine hundred sixty eight dollars and seventy five cents (\$1,968.75)** as agreed liquidated damages for each calendar day of delay in completion of the work for this project, within the time limits set forth (See Paragraph F.1), subject to provisions of Article 5, DELAYS, of the Standard Contract Provisions for Use With Specifications for University of Columbia Government Construction Projects, January 2007. Liquidated Damages only apply to the Final Acceptance Milestone.
- H.2.2. If the University terminates for default the Contractor's right to proceed in accordance with Article 5, liquidated damages will continue to accrue until the work is completed.

H.3 RESERVED:

H.4 PERMITS, LICENSES AND CERTIFICATES:

- H.4.1. The University will obtain the building permit issued by the Department of Consumer and Regulatory Affairs (DCRA), Building and Land Regulation Administration, located at 941 North Capitol Street, N.E., Washington, D.C. The Contractor is responsible for, and shall

apply for and obtain all other permits required for this project including but not limited to Raze Permit, certificates and licenses from the Office of Licenses and Permits, Permit Processing Division, DCRA.

H.4.1.1 The Contractor shall apply and pay for all required permits well in advance of the time that they are needed.

H.4.1.2 If the Contractor experiences any difficulty in obtaining a permit, the Contractor shall request assistance immediately from the CA.

H.4.2. The Contractor shall ascertain and obtain the required permits, licenses and certificates for this project. Permits, Licenses and Certificates may include, but are not limited to:

Permits and Certificates

1. Plumbing
2. Electrical
3. Refrigeration
4. Elevator
5. Boiler and Pressure Tank

Licenses

1. Master Plumbers
2. Electrical
3. Refrigeration
4. Boiler
5. Pressure Tank

Permits and Certificates cont..

6. Public Space - To work in, excavate in or occupy
7. Signs and Temporary Fences
8. Work on Sunday and after 6:00 p.m. weekdays.
9. Razing
10. Abatement
11. Sheeting & Shoring

Licenses cont...

6. Elevator

H.4.3 The University will not allow work requiring permits and licenses to proceed until the Contractor produces evidence showing that such permits and licenses have been procured from the DCRA. Permits will be issued only to persons duly licensed for work in the University of Columbia, except as follows:

H.4.3.1 Where electrical, plumbing and refrigeration Contractors and their craft persons perform work under contract with the University of Columbia and the work is physically located in areas outside the University of Columbia, it shall be sufficient if any such Contractor and the Contractor's craft persons are licensed either by the University of Columbia or by any governmental agency having jurisdiction over the area adjoining the site on which the work is performed.

H.4.3.2 The Contractor shall prominently display all permits within the confines of the construction site.

H.5 UTILITY CONNECTIONS AND SERVICES:

The Contractor is responsible for, and shall locate all existing utilities and perform the required modifications to all utilities for the completion of construction. All utility costs, costs to modify and connection fees shall be incorporated into the fixed price proposal.

The Contractor shall make and pay for all the required temporary and permanent connections for water, sewer, gas, electrical, telephone and fire alarm systems at its own expense. The Contractor shall pay fees and associated costs and make all arrangements with utility companies and appropriate agencies as may be required for proper and expeditious completion of the project.

H.6 SHOP DRAWINGS AND CATALOG CUTS:

H.6.1. Within ten (10) calendar days from the date of the NTP, the Contractor shall prepare a complete list of all samples, catalog cuts and shop drawings required to be submitted as follows:

H.6.1.1 The Contractor shall submit four (4) copies of the list to the CA or his designee for approval. The CA will return one (1) copy of the approved list to the Contractor.

H.6.1.2 The University will not make progress payments until the required list has been submitted by the Contractor. The University will not make payments for any materials installed by the Contractor without approval by the CA where submittal of the same is required.

H.7 PROPRIETARY RESTRICTIONS:

H.7.1. Proprietary names or brands are mentioned for descriptive, not restrictive, purposes and are intended to establish minimum standards of quality for materials, fabrication and finishes, where it indicates that “or equal” may be used. In instances where specific manufacturers are listed and “or equal” is not included/referenced, the Contractor must use one of the listed manufacturers.

H.8 DEBRIS AND CLEANING:

H.8.1 Upon completion of the work, the Contractor shall remove all equipment, salvaged materials provided for the work (except any materials that are to remain the property of the Government of the University of Columbia as provided in the OPM Specifications) and leave the premises in a neat and clean condition satisfactory to the CA at the site.

H.9 MATERIALS AND WORKMANSHIP:

H.9.1 Unless otherwise specified, all materials and equipments incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective areas. Mock-ups may be required, at the University’s discretion, to establish the baseline level of Quality required.

H.9.2 In the absence of specific requirements for installation of a material or product, the Contractor will be held responsible for installation of said material or product in strict accordance with the manufacturer's printed instructions and recommendations.

H.10 STANDARDS:

H.10.1 Any material specified by reference to the number, symbol or title of a specific standard such as a Commercial Standard, a Federal Specification, ASTM certification or other similar standard, shall comply with the requirements in the latest revision hereof.

H.10.2 The University will not furnish any copies of the applicable Federal Specifications, Commercial Standards and other standard specifications to the Offerors. However, the CO will furnish upon request, information as to how copies of the standards referred to may be obtained, and it will be responsibility of the requestor to obtain the necessary documents from respective sources.

H.10.3 Where a standard is referred to in the various sections of these specifications, it shall include the installation requirements specified therein unless specifically modified in the contract specifications.

H.11 EQUIPMENT COORDINATION:

The Contractor shall ascertain the make and model of all shop or factory fabricated equipment furnished not only meets all requirements of the contract document, but it shall be of the proper physical size and dimension to fit the space or area, ductwork, conduit, panel boxes, disconnect switches and related accessory equipment. Where the physical size of any equipment is dependent upon other equipment, coordination shall be done by the Contractor to assure that they are compatible and will fit within the limitations of the space where they are to be located, including coordinating of utility connections and coordination of space for servicing the equipment, changing filters, cleaning tubes and similar operations.

H.12 STOPPAGE OF WORK:

If the Contractor fails to adhere to any, or all, of the provisions of the contract, the CO reserves the right to stop all the work, or any portion thereof, affected by the Contractor's failure to comply with the contract requirements. This stoppage will remain in effect until the Contractor has taken action to meet the contract requirements, or any separable part thereof. After written notification and work stoppage, the University may terminate the right of the Contractor to proceed as provided in Article 5 of the General Provisions, TERMINATION-DELAYS, of Standard Contract Provisions for Construction Contracts, January 2007.

H.13 SUBCONTRACTS:

H.13.1 Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the University.

H.13.1.1 The divisions or sections of the specifications are not intended to control the

Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.

- H.13.1.2 The Contractor shall be as fully responsible to the University for the acts and omissions of subcontractor and of persons employed by them as he is for the acts and omissions of persons directly employed by him.
 - H.13.1.3 The Contractor shall coordinate the trades, subcontractor and material persons engaged upon his work.
 - H.13.1.4 The Contractor shall, without additional expense to the University, utilize the services of specialty subcontractor for those parts of the work which are specified to be performed by specialty subcontractor.
 - H.13.1.5 The University will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.
- H.13.2 The Contractor shall not subcontract any portion of the contract except with the prior written consent of the CO, or his authorized representatives, and such consent, when given, shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Request(s) for permission to subcontract any portion of the contract shall be in writing and accompanied by: (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the Contractor that the Labor Standards Provisions set forth in this contract shall apply to labor performed on all work encompassed by the request(s). The request(s) also shall provide the following information:
- H.13.2.1 Subcontractors name, address, telephone number, and Federal Social Security Number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - H.13.2.2 Estimated dollar amount of the subcontract.
 - H.13.2.3 Estimated starting and completion dates of the subcontract.
 - H.13.2.4 The subcontractor approval request form included herein should be used to request approval of subcontractor on this project. The form should be completed for each subcontractor requested for approval and submitted to the CO. Copies of these forms are available upon request from the CA.
- H.13.3 Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the University will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the University, the Contractor shall remain liable to the University for all Contractor's work and services required hereunder.

H.14 USE OF PREMISES:

H.14.1 If the Contractor considers it necessary to perform any work after the regular working hours on Saturdays, Sundays or legal holidays, the Contractor shall perform this work without any additional expense to the University. The Contractor shall notify the University of the intent to work of-hours and request permission to work hours other than the regular working hours identified in the contract.

H.14.2 The Contractor shall use only such entrances to the work area as designated by the CA.

H.14.3 Once the installation work is started, the Contractor shall complete the work as rapidly as possible and without unnecessary delay.

H.14.4 The Contractor shall occupy only such portions of the premises as required for proper execution of the contract.

H.14.5 The Contractor shall perform all the work in such a manner as to cause minimum annoyance or noises and disturbances to occupants of adjacent premises and interference with normal traffic. The Contractor shall not allow any construction traffic, whether coming or going, to use 6th Street SW between E Street SW and School Street SW.

H.14.6. The Contractor shall keep gates locked to maintain security into work area dictated by the existing job conditions of such nature as to prevent:

H.14.6.1 Entry of work areas by unauthorized persons;

H.14.6.2 Removal of University property and supplies.

H.14.7 The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

H.14.8 The Contractor shall comply with the regulations governing the operation of premises that are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct and operations of the University, MPD or FEMSD.

H.14.9 The Contractor shall coordinate where necessary with the future Developer and/or any Contractor working for the University on the redevelopment of the Engine Co.13 site and adjacent property.

H.15 COORDINATION AND MEETINGS

H.15.1 General: Prepare and distribute to each entity performing work at the project site, a written memorandum of instructions on required coordination activities, including required notices, reports and attendance at meetings. Prepare similar memorandum for separate contractors where interfacing of work is required.

H.15.2 Weekly Progress Meetings: In addition to specific pre-installation and coordination

meetings for each element of work, hold weekly progress meetings at regularly scheduled times which are convenient for everyone involved. Conduct meetings in a manner which will resolve any project problems, both present and anticipated. The University will record the meeting minutes and distribute copies to all persons in attendance and to others affected by decisions or actions resulting from each meeting. The meeting minutes shall be distributed in five (5) business days from the conclusion of the meeting and all corrections shall be made and the minutes re-distributed before the next meeting convenes.

H.16 PATENTS:

The Contractor shall hold and save the University, its officers, agents, servants and employees, harmless for liability of, any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, article or appliance manufactured or used in the performance of this contract, including their use by the University.

H.17 SAFETY PRECAUTIONS:

H.17.1 The Contractor shall perform all site, plant and construction work in strict accordance with the Safety Standards of the University and the U.S. Occupational Safety and Health Act of 1970 and the D.C. Occupational Safety and Health Act of 1988, D.C. Official Code § 32-1101 et seq. and 1-620.01 et seq.

H.17.1.2 The Contractor or his representative shall be thoroughly familiar with these standards and have copies of same available at the project site at all times.

H.17.2 Operators of explosive-actuated tools shall have a training certificate, as required by the Safety Code, in their possession.

H.17.3 The Contractor shall be responsible for providing and installing adequate temporary shoring or bracing for all walls, slabs and like constructions until such items attain their design, strength, and stability.

H.17.3.1 Prior to execution of shoring and/or bracing, the Contractor shall submit details and calculations for shoring and/or bracing designs for the CA and DCRA for their review and concurrence and as applicable and required by the laws governing the required work.

H.17.4 The Contractor shall exercise special precautions to prevent use of or access to the Contractor's materials, equipment or tools and entry into the Contractor's work areas by non-authorized personnel.

H.17.4.1 A Contractor's attendant shall be present at all times when bituminous kettles are in operation to prevent the public from coming in contact with the kettles.

H.17.4.2 The Contractor shall remove each kettle as soon as its use is complete.

H.17.5 The Contractor shall chute or hoist to the ground any and all the materials being removed from the roof areas or any upper floor.

H.17.6 The Contractor shall not permit any live wires to be left exposed and unguarded, including open panel boards.

H.17.7 The Contractor shall cover all open trenches during hours when work is not being executed, as required for protection of the public.

H.18 PROGRESS SCHEDULE:

H.18.1 The Contractor shall complete all work within the time specified under F.1 Time of Completion, which is the maximum time permitted for the accomplishment of this project. If within the period of construction, a time extension or extensions are granted in writing by the CO, the Contractor shall incorporate the extension in the next monthly update.

H.19 GUARANTEE OF WORK:

H.19.1 The Contractor guarantees, for a period of one (1) year after date of Final Acceptance as established in the University's written notification, to repair or replace any work in which any defects in material or workmanship appear within said period and to repair or replace any and all work damaged by reasons thereof, to the satisfaction of the CA and without cost to the University .

H.19.2 In any case where in fulfilling the requirements of the contract or any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition comparable to its original condition and guarantee such restored work to the same extent as it was guaranteed under such other contracts.

H.19.3 Upon the Contractor's failure to proceed promptly to comply with the terms of any guarantee under the contract or still running upon work originally executed by other Contractors, the University may (1) either have such work performed as the CO deems necessary to fulfill such guarantee, or (2) allow all such damaged or defective work to remain in such unsatisfactory condition; provided that the Contractor shall promptly pay the University the sum estimated by the CO under the provision of paragraph 2 above to represent the amount which would have been necessary to expend to fulfill such guarantee. Everything done in the fulfillment of any guarantee shall be without additional expense to the University.

H.19.4 Special guarantee: The Contractor shall provide a written guarantee for extended periods of time as addressed in the Contract. All special guarantees that are stipulated in the specifications or other paper forming a part of the contract shall be subject to the terms of this paragraph insofar as they do not conflict with the provisions containing references to guarantees in the specifications or such other papers. In case of any conflict, the special guarantee shall take precedence.

H.20 PROTECTION:

H.20.1 The Contractor shall protect existing public and private property including but not limited to sidewalks, pavements, landscaping, from damage using methods approved by CA such as

planking, covering, temporary cement curbs, and shall be responsible for replacement of items that are damaged by work under this contract. The Contractor shall repair or replace damages to sidewalks, curbs, streets, public property and public utilities as directed by the CA in accordance with standards of the agency having jurisdiction over the damaged property. The CA will not permit grouting of cracks in sidewalks and driveways. The Contractor shall replace cracked slabs.

H.20.2 The Contractor shall be responsible for personal injury to workmen and the public and shall indemnify and hold the University harmless for any such injuries that are incurred during the performance of this contract.

H.20.3 Nothing contained in the drawings and specifications for installation of fences, barricades or site protection shall be interpreted as making the University a party to, liable for, or relieving the Contractor of:

H.20.3.1 The Contractor's responsibility for materials delivered and work performed until completion and final acceptance;

H.20.3.2 The Contractor's responsibility to sustain all costs, losses or damages arising out of the nature of the work to be done, or due to any unforeseen or usual obstructions or difficulties which may be encountered in the accomplishment of the work, or resulting from the work, or resulting from the action of the elements; and

H.20.3.3 The Contractor's responsibility to protect existing public and private property.

H.20.4 Site Protection:

H.20.4.1 Security:

H.20.4.1.1 The Contractor is solely responsible to provide security for the site until Final Acceptance.

H.20.4.2 Lights:

H.20.4.2.1 Illumination of the worksite during non-daylight hours is required of the Contractor at the Contractor's expense. Lighting shall meet OSHA minimum candlelight output requirements.

H.21 UNDERGROUND SERVICES:

H.21.1 **ACTIVE:** The University has made its best efforts to show all active services on the contract drawings and OPM Specifications. However, the University gives no assurance that there are no other active services in areas in which work is to be performed. If during execution of work, other active services are encountered that necessitate changes in drawings or OPM Specifications, the Contractor shall make the required adjustments, at the expense of the University.

H.21.2 INACTIVE OR ABANDONED: If, during execution of work, the Contractor encounters inactive or abandoned services not shown or specified, the Contractor shall notify the CO as set forth in Article 4 of the Standard Contract Provisions, at Contractor's expense.

H.22 EXISTING CONDITIONS: (where applicable)

H.22.1 The Contractor shall verify by actual measurement existing work required to connect with work now in place before the Contractor commences actual work at the site. The Contractor shall ensure that new work in extension of existing work shall correspond in all respects with that to which it connects unless otherwise indicated or specified.

H.22.2 The Contractor shall cut, alter, remove or temporarily remove and replace existing work as necessary for the performance of the work to be done. The Contractor shall restore work remaining in place that is damaged or defaced by reason of work done under this contract to a condition satisfactory to the CA.

H.23 RESERVED.

H.24 EROSION AND POLLUTION CONTROL:

H.24.1 The Contractor shall provide erosion control facilities as approved and as required for fulfilling the requirements of Health Regulations of the University.

H.24.2 The Contractor shall take such measures, as determined to be adequate in the opinion of the CO, which will prevent soil erosion from the site in question.

H.24.3 The Contractor shall conduct all operations in such a manner as to prevent when possible and otherwise minimize the contamination of watercourses by sediment bearing materials or other pollutants.

H.24.5 The Contractor shall maintain effective erosion control for the duration of any suspension of all or a portion of the construction operation.

H.25 UNIVERSITY INSPECTORS:

H.25.1 The Contractor shall perform work under the general direction of the CA and is subject to inspection by his appointed Inspectors to ensure strict compliance with the terms of the contract. Neither the CA nor an Inspector is authorized to change any provision of the contract documents without written authorization of the CO.

H.25.2 The Contractor shall not be relieved from compliance with material and workmanship requirements of the contract in the presence of or absence of an Inspector.

H.26 DRAWINGS AND SPECIFICATIONS:

H.26.1 Pursuant to Article 2 of the General Provisions, Standard Contract Provisions, the general character and scope of the work are illustrated by the specifications and drawings listed in

Section C, Paragraph C.5 and C.6 and included herein. Any additional detail drawings and other information deemed necessary by the CO will be furnished to the Contractor when and as required by the work.

H.26.2 In case of differences between small and large-scale drawings, the large-scale drawings shall govern.

H.26.3 Where on any of the drawings, a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to those portions indicated in the outline.

H.26.4 Where similar work occurs in the drawings, the Contractor shall interpret the same in its general sense and not as meaning identical. The Contractor shall work out all the details in relation to their location and their connection with other parts of the work.

H.26.5 In case of differences between the schedules and small or large scale drawings, the schedules shall govern.

H.26.6 In cases of differences between the specifications and standards, and in cases of differences between drawings and the specifications, the specifications shall govern.

H.26.7 Betterments – if in the course of the construction phase, the Contractor proposes to the University a material, equipment, process or any item related to the project that is determined to be a betterment of that which is required in the contract documents, the Contractor shall be required to provide that betterment at no additional charge to the University.

H.27 REFERENCE TO CODES AND REGULATIONS:

H.27.1 Where University codes and regulations and other codes and regulations are referred to in these specifications, they are minimum requirements.

H.27.2 Where the requirements of these specifications exceed the referred requirements of the codes and regulations, these specifications shall govern.

H.27.3 Requirements of codes and regulations shall include revisions, amendments and supplements thereto in effect on the closing date of the RFP. The RFP will be amended to conform it to such code and regulation changes that occur after the closing date.

H.28 SINGULAR OR PLURAL NUMBERS:

Where any device or part of equipment is herein referred to in the specifications or on the drawings in the singular or plural number, such reference shall be deemed to apply to as many such devices as are required to complete the installation as shown on the drawings.

H.29 ENGINEERING AND LAYOUT SERVICES:

H.29.1 The Contractor shall provide competent engineering services to execute the work in accordance with the contract requirements. The Contractor shall verify the figures shown on

the drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.

H.29.2 The University has made its best efforts to establish such general reference points as will enable the Contractor to proceed with the work. It is the Contractor's responsibility to visit the site and familiarize themselves with the site conditions before submitting his proposal.

H.29.3 The Contractor shall make no change in locations without the written approval of the CO.

H.30 BUILDING LINES AND BATTER BOARDS:

H.30.1 Prior to commencing construction, the Contractor shall obtain a plat of computations from the D.C. Surveyor's Office to ascertain official reference points from which the property survey can be made.

H.30.1.1 The Contractor shall establish and have platted on site, all building lines, building restriction lines and property lines shown on drawings, utilizing the service of a registered professional surveyor regularly engaged in such practice.

H.30.1.2 The Contractor shall also establish critical grade and boundaries for construction of facilities where distance measurements are important, utilizing the service of a registered professional surveyor.

H.30.1.3 Within 10 working days of receiving the plat of computations, the Contractor shall submit to the CA two (2) copies of plat showing such lines and grades with a registered professional surveyor's certification of their correctness.

H.31 WALL CHECK:

H.31.1 After foundations are in place and walls have been defined, but before additional construction and work is effected, the Contractor shall cause a wall check to be made by the same registered professional surveyor who established the building lines and property lines.

H.31.2 The Contractor shall obtain certification by the D.C. Surveyor's Office of the location of the foundation walls by submitting his registered professional surveyor's certification prior to proceeding with construction.

H.32 INTERFERENCE:

(Mechanical Equipment, Piping, Ducts and Electric Conduits)

H.32.1 The Contractor shall coordinate all mechanical and electrical work associated with the separate sections of the specifications with work of all other trades so as to avoid any interference with installation of pipes, ducts and conduits.

H.32.1.1 The sizes and locations of the pipes, ducts, electrical conduits and the method of running them are shown on the drawings, but it is not intended to show every offset and fittings or every architectural or structural obstacle that will be encountered during the installation of the work. The Contractor shall modify alignment of pipes,

ducts and conduits from that shown on the contract drawings, where necessary, without any additional costs to the University.

H.32.1.2 The Contractor shall furnish such materials and labor, as necessary, to make the piping, ducts and conduit modifications as required, due to building obstructions and to complete the installation in accordance with best practice of the trades and to the satisfaction of the CA.

H.32.2 The Contractor shall utilize 3 Dimensional BIM (Building Informational Modeling) and/or Clash Detection in the performance of their coordination duties in accordance with the project documents.

H.33 CONTRACT DOCUMENTS FURNISHED:

H.33.1 The University will furnish to the Contractor, at no additional cost, two (2) sets of drawings and specifications. The Contractor shall reproduce or otherwise obtain all contract documents in excess of the numbers stated above, which may be required by him. The Contractor shall use these reproducibles as the basis of the as-built drawings required under H.39.

H.33.2 Contract documents to be furnished by the University may be obtained at the location identified below:

Capital Procurement Division
4200 Connecticut Avenue, NW
Building 38, Level C, Room C01,
Washington, DC 20008

H.34 PHOTOGRAPHS: (Refer to attachment J.1.2 Specifications, Section 013223 Photograph Documentation)

H.35 ADD TO ARTICLE 3, CHANGES, OF THE STANDARD CONTRACT PROVISIONS, GENERAL PROVISIONS SECTION, THE FOLLOWING PARAGRAPH E: EQUITABLE ADJUSTMENT

H.35.1 The purpose of this section is to define a standard procedure for determining reasonable costs and times for purpose of making equitable adjustments under Article 3, CHANGES, of the Standard Contract Provisions, General Provisions section.

H.35.2. Unless provided in the contract, the following procedure shall be used:

H.35.2.1 Where the nature of the change is known sufficiently in advance of construction to permit negotiation, the parties shall attempt to agree on a fully justifiable price adjustment or adjustment of time for completion.

H.35.2.2 If the parties fail to agree upon an equitable adjustment prior to the time the proposed change affects the contract work, or if the CO determines it is not feasible to reach an agreement regarding an equitable adjustment, either due to

lack of time or other reasons, the CO will order the change in accordance with Article 3 of the General Provisions and the Contractor shall proceed with the execution of the work so changed.

H.35.3 Equitable adjustments shall be determined in the following manner, unless stated in the contract.

H.35.3.1 Whenever a change is proposed or directed, the Contractor shall submit a proposal or breakdown within fifteen (15) working days of its receipt of the change, and the proposal will be acted upon promptly by the CO.

H.35.3.2 Price Adjustments

H.35.3.2.1 If agreement on costs cannot be reached prior to execution of changed work, payment will be made for the actual costs provided records of such costs are made available and that such costs are reasonable and predicated on construction procedures normally utilized for the work in question. If not, then payment shall be based on standard trade estimating practice.

H.35.3.2.2 Where basis of equitable adjustments is the actual cost incurred in performing changed work, the Contractor shall furnish the University with a complete breakdown of costs, covering the subcontractor work, as well as his own, individually itemizing the following:

- i. Material quantities and unit prices
- ii. Labor hours and basic hourly rate for each labor classification
- iii. Fringe benefits rate for each classification
- iv. Construction equipment
- v. Overhead
- vi. Profit
- vii. Commission
- viii. FICA, FUTA and DUTA (applied in basic hourly wage costs).

H.35.3.2.3 The Contractor shall furnish substantiation of fringe benefits, workmen compensation, FICA, DUTA, and FUTA at the request of the University.

H.35.3.2.4 The percentage for overhead, profit and commission to be allowed shall in no case exceed the following and shall be considered to include, but not limited to, insurance, other than mentioned herein, field and office supervisor and assistants above the level of foreman, incidental job burdens and general office expense, including field and home office. No percentage for overhead and profit will be allowed on FICA (Social Security), FUTA (Federal Unemployment and DUTA (University Unemployment) taxes:

Overhead Profit Commission

1. To Contractor on work performed by other than his/her own forces.	-	-	10% of value of work performed
3. To Contractor and/or Subcontractor for that portion of work performed by their respective forces.	10%	10%	-
3. From Contractor on deleted work to have been performed by other than his/her own forces.	-	-	5% of value of deleted work
4. From Contractor or Subcontractor on deleted work to have been performed by his/her own forces.	-	-	5% of value of deleted work

H.35.3.2.5 When a change consists of both added work and deleted work, the applicable percentage shall be applied to the net cost or credit.

H.35.3.2.6 Where more than one tier of subcontractors exists, they shall be treated as one subcontractor for purposes of markups. That is, only one overhead and one profit percentage for the subcontractors and one commission percentage for the prime Contractor shall be applied to actual cost of work performed regardless of the number of tiers of subcontractors.

H.35.4 Changes in the period of performance: Where a change affects the time required for the performance of the contract, the Contractor shall describe in detail “cause and effect relationship” and how such change affects the specific contract work activities, current critical path, overall performance or work, concurrency with other delays, and the final net impact on the contract milestone(s), specifically stating the proposed decrease or increase in the period of contract performance in calendar days.

H.35.5 The changes in the contract period of performance, if any, resulting from change order work will be calculated in the following manner:

H.35.5.1 New durations for work activities affected by the change order will be incorporated into the next CPM update. Time extensions will be directly based on the extent to which the contract completion date is hereby extended.

H.35.5.2 Should new work activities be required to supplement existing activities, they will be incorporated into the computer printout to verify total effect, if any, on the contract completion date.

H.35.5.3 Every attempt will be made to reach an agreement between the Contractor and the CA on the number of days by which activity duration will be extended. Should an agreement not be reached within fifteen (15) days after Contractor receives the directive, the CA will assign a reasonable

duration to be used in determination of job progress.

H.35.6 If performance of the work is delayed by any of the causes specified in Article 5 of the General Provisions, TERMINATION-DELAYS, of Standard Contract Provisions for Use with Specifications for University of Columbia Government Construction Projects, January 2007 a contract time extension may be justified.

H.35.6. The Contractor, when requesting an extension to the contract period of performance, must submit the same in writing with supporting facts and backup documentation plus a detailed explanation that must include, but be not limited to, the following:

H.35.6.1 Reasons/cause and responsibility of each delay;

H.35.6.2 Inclusive dates of each delay;

H.35.6.3 Specific trades affected;

H.35.6.4 Portion (s) of each work contract activity affected and the duration thereof;

H.35.6.5 Status of work activity affected before delay commenced;

H.35.6.6 Concurrency of any other delays, including Contractor's own;

H.35.6.7 Net effect of each delay under this request, on the overall contract completion;

In the case of late delivery of materials and/or equipment, back up date, correspondence and documentation should include but not be limited to the following: establishment that prior to ordering there was a reasonable assurance of timely supply; copies of each purchase order establishing the dates of procurement, invoices, delivery receipts and the like showing shipping or delivery dates; and copy of correspondence showing diligent attempts to follow ups to obtain materials when critically needed from other sources.

H.35.7 All documentation should demonstrate that any delay was unforeseeable and without the fault or negligence of the Contractor, subcontractor or supplier involved. The Contractor will be entitled only to the additional number of days the project is delayed which is not concurrent with another delay for which a time extension has been granted or for which a valid request has been submitted.

H.35.8 In case of delays due to strikes, documentation shall include evidence of when and what trades struck, with reasons for the strike, prompt submittal of notice when the strike was ended and the date thereof, analysis of the effect of the strike on the completion of the contract work.

H.35.9 In case of delays due to unusually severe weather, documentation shall include daily temperature and precipitation records for each period of delay involved and

explanation of delaying effect, including number of days that the construction activities on the current critical path at the time were actually delayed, including any extended impact, beyond the normal anticipated days of delay due to the weather conditions in this region.

H.35.7 COST AND PRICING DATA (applicable to a Change Order or Modification) :

H.35.7.1 The Contractor shall, before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of negotiation of the change order or modification.

H.35.7.2 If any price, including profit or fee, negotiated in connection with any change order or contract modification, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

H.35.7.3 Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

H.35.7.4 The following specific information should be included as cost or pricing data, as applicable:

H.35.7.3.1 Vendor quotations;

H.35.7.3.2 Nonrecurring costs;

H.35.7.3.3 Information on changes in production methods or purchasing volume;

H.35.7.3.4 Data supporting projections of business prospects and objectives and related operations costs;

H.35.7.3.5 Unit cost trends such as those associated with labor efficiency;

H.35.7.3.6 Make or buy decisions;

H.35.7.3.7 Estimated resources to attain business goals;

H.35.7.3.8 Information on management decisions that could have a significant bearing on costs.

H.35.7.5 If the Contractor is required to submit cost or pricing data in connection with pricing any change order or modification of this contract, the CO or representatives of the CO shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:

H.35.7.4.1 final payment under the contract;

H.35.7.4.2 final termination settlement; or

H.35.7.4.3 the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

H.36 SCAFFOLDING:

H.36.1 The Contractor shall erect adequate scaffolds as required to perform the work in accordance with the OSHA applicable safety requirements and so that the work may be inspected by CA.

H.36.1 The Contractor shall not erect scaffolds until required to be ready for use.

H.36.1 The CA will inspect the work upon the Contractor's advising of completion of contract requirements, and the Contractor shall promptly remove the scaffolding upon acceptance of the work.

H.36.1 Wherever possible, the Contractor shall use swinging scaffolds for exterior work under this contract.

H.36.1 Where swinging scaffolds are not practicable, the Contractor will be permitted to use other types of scaffolds provided:

H.36.1.1 The Contractor shall prepare a list of areas and give the types of scaffold(s) he will use for each area.

H.36.1.2 The list shall be submitted not later than One Hundred Twenty (120) calendar days after the contract is awarded.

H.37 EXISTING EQUIPMENT REMAINING IN USE:

H.37.1 During the contract term, University personnel will maintain any existing equipment that remains temporarily operational, for the benefit of the University.

H.37.2 The Contractor shall coordinate with the CA the time for removal of equipment in order to permit the University to salvage components for use on equipment remaining in use.

H.38 TESTING AND CARE OF DRAINAGE FACILITIES:

Prior to commencement of work under the contract, the Contractor shall conduct tests to ascertain the condition of existing drainage lines in accordance with the following requirements:

H.38.1 On projects where work is to be executed in the area of storm drainage structures such as yard drains, curb drains and catch basins, the Contractor shall conduct a hose test using a fire hose under pressure from a fire hydrant.

H.38.2 On projects where new work is to be connected to existing drainage lines, the Contractor shall conduct a test on each line affected to ascertain that the lines are clear and will handle their full capacity. Test shall be conducted with any apparatus that will establish the rate of flow.

H.38.3 In addition to before and after tests specified in subparagraphs 1 and 6 of this section, the Contractor shall execute tests on new installations in accordance with the plumbing section of these specifications.

H.38.4 All testing shall be performed in the presence of the University and Authority Having Jurisdiction (if required). The Contractor shall notify the CA two (2) working days in advance of the testing.

H.38.5 The Contractor shall promptly notify the CA in writing of any existing drain lines found to be deficient. The CO will initiate remedial action by University Government personnel or issue a change order in accordance with provisions of Article 3, CHANGES, of the Standard Contract Provisions, General Provisions section.

H.38.6 Subsequent to proof of line clearance, the Contractor shall maintain all lines in clear and clean condition and shall remedy any deficiencies that may occur at no cost to the University until the final acceptance date of the contract. Just prior to final acceptance in order to demonstrate clearance, the Contractor shall repeat the tests as specified in subparagraph (1), (2) and (3).

H.39 AS-BUILT DRAWINGS: (Refer to attachment J.1.2 Specifications, Section 017839 Project Record Documents)

H.40 51% UNIVERSITY RESIDENTS NEW HIRES/FIRST SOURCE EMPLOYMENT AGREEMENT:

H.40.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. ("First Source Act").

H.40.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, Attachment J.2.3, in which the Contractor shall agree that:

H.40.1.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and

H.40.1.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.40.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

H.40.3.1 Number of employees needed;

H.40.3.2 Number of current employees transferred;

H.40.3.3 Number of new job openings created;

H.40.3.4 Number of job openings listed with DOES;

H.40.3.5 Total number of all University residents hired for the reporting period and the cumulative total number of University residents hired; and

H.40.3.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including;

H.40.3.1 Name;

H.40.3.2 Social Security number;

H.40.3.3 Job title;

H.40.3.4 Hire date;

H.40.3.5 Residence; and

H.40.3.6 Referral source for all new hires.

H.40.4 If the contract amount is equal to or greater than \$100,000.00, the Contractor agrees that 51% of the new employees hired for the contract shall be University residents.

H.40.5 With the submission of the Contractor’s final request for payment from the University, the Contractor shall:

H.40.5.1 Document in a report to the CO its compliance with the section H.40.4 of this clause; or

H.40.5.2 Submit a request to the CO for a waiver of compliance with section H.40.4 and include the following documentation:

H.40.5.2.1 Material supporting a good faith effort to comply;

H.40.5.2.2 Referrals provided by DOES and other referral sources;

H.40.5.2.3 Advertisement of job openings listed with DOES and other referral sources; and

H.40.5.2.4 Any documentation supporting the waiver request pursuant to section H.40.6.

H.40.6 The CO may waive the provisions of section H.40.4 if the CO finds that:

H.40.6.1 A good faith effort to comply is demonstrated by the Contractor;

H.40.6.2 The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Area which includes the University of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

H.40.6.3 The Contractor enters into a special workforce development training or placement arrangement with DOES; or

H.40.6.4 DOES certifies that there are insufficient numbers of University residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.40.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.40.5 and H.40.6, the CO shall determine whether the Contractor is in compliance with section H.40.4 or whether a waiver of compliance pursuant to section H.40.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer (CFO) and the CA.

H.40.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.40.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the CO pursuant to this section H.40.8.

H.40.9 The provisions of sections H.40.4 through H.40.8 do not apply to nonprofit organizations with 50 employees or less.

H.41 AUDITS, RECORDS, AND RECORD RETENTION:

H.41.1 At any time or times before final payment and three (3) years thereafter, the CO may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the University Government and an overpayment is found, the Contractor shall reimburse the University for said overpayment within thirty (30) days after written notification.

H.41.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the University under the contract that results from this solicitation.

H.41.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

H.41.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, University, or other personnel duly authorized by the CO.

H.41.5 Persons duly authorized by the CO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

H.41.6 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.41.7 In the event of a conflict between Article 28 of the General Provisions, Standard Contracts Provisions for Construction Projects, Revised January 2007, and the provisions of this clause, the former shall prevail.

H.42 PUBLICITY:

The Contractor shall at all times obtain the prior written approval from the CO before the Contractor, any of its officers, agents, employees or subcontractor, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.43 FREEDOM OF INFORMATION ACT:

The University of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the University to make available for inspection and copying any record produced or collected pursuant to a University contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the reliability of the records. The University will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.44 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA):

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 et seq.

H.45 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED:

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 (1983) et seq.

H.46 ENVIRONMENTALLY PREFERABLE PAINT PRODUCTS

H.46.1 Environmentally Preferable Products Goals

H.46.1.1 The University is seeking contractors to provide environmentally preferable and effective paint products that support the University's environmentally preferable purchasing (EPP) contracting initiative.

H.46.1.2 Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

H.46.2 Paint Environmental Requirements

H.46.2.1 The requirements and restrictions contained in this clause shall apply to all architectural and anti-corrosive paints used during the course of this contract.

H.46.2.2 Due to the documented health risks associated with high Volatile Organic Compound (VOCs) levels, the Contractor shall use only paint and paint products

that do not exceed the maximum allowable VOC content in the table below for each type of paint:

Product Type	Type of Paint	VOCs (grams/liter)	VOCs (pounds/gallon)
Category I	Interior		
	Architectural		
	a. Flat	50 g/l	0.42 lb/gal
	b. Non-Flat	150 g/l	1.25 lb/gal
Category II	Exterior		
	Architectural		
	a. Flat	100 g/l	0.83 lb/gal
	b. Non-Flat	200 g/l	1.66 lb/gal
Category III	Anticorrosive		
	a. Flat	250 g/l	2.1 lb/gal
	b. Semi-Gloss	250 g/l	2.1 lb/gal
	c. Gloss	250 g/l	2.1 lb/gal

H.46.3 Prohibited Paint Components

Paints often contain inorganic and organo-metallic components used as preservatives, additives and pigments. The following is a list of organic compounds and components prohibited under this contract:

1,1,1 Trichloroethane	Formaldehyde
1,2 Dichlorobenzene	Hexavalent chromium
Acrolein	Isophorone
Acrylonitrile	Lead
Antimony	Mercury
Benzene	Methylene chloride
Butyl benzyl phthalate	Methyl ethyl ketone
Cadmium	Methyl isobutyl ketone
Di (2-ethylhexyl) phthalate	Naphthalene
Dimethyl phthalate	Toluene (Methylbenzene)
Di-n-butyl phthalate	Vinyl Chloride
Ethylbenzene	

H.46.4 Packaging

Paint cans and their components shall not be fabricated with lead.

H.46.5 Product Safety

A contractor shall be responsible for:

- H.46.5.1 Any damage to personnel, buildings, furniture or equipment directly traceable to their use of prohibited paint.
- H.46.5.2 Evacuating and warning individuals that might be affected by any spills or leakages directly traceable to their use of prohibited paint.
- H.46.5.3 Any spills or leaks that occur during the use or transportation of their products.
- H.46.5.4 Paying the clean up cost for any spills or leaks that occur while they are unloading, transporting or otherwise using their products.

H.47 ENVIRONMENTALLY PREFERABLE SOLVENT PRODUCTS

H.47.1 Environmentally Preferable Products Goals

- H.47.1.1 The University is seeking contractors to provide environmentally preferable and effective solvent products that support the University's environmentally preferable purchasing (EPP) contracting initiative.
- H.47.1.2 Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

H.47.2 Environmentally Preferable Solvent Products

H.47.2.1 Solvents are fluids or a mixture of fluids capable of dissolving substances to produce compositions for industrial value.

H.47.2.2 Solvent products subject to the requirements of this clause include, but are not limited to, the following classes:

H.47.2.2.1 **Alcohols.** Alcohols are solvents that dissolve substances such as shellacs, vinyls, acrylics, epoxies and silicones.

H.47.2.2.2 **Aliphatic Hydrocarbons.** Aliphatic hydrocarbons are solvents often found in coatings and insecticides. Commonly used as degreasers and solvents for acrylics and epoxies. Common aliphatics include mineral spirits, paint thinner, petroleum distillates, VM&P Naphtha, kerosene, gasoline and heptane (all of which are extremely flammable).

H.47.2.2.3 **Aromatic Hydrocarbons.** Aromatic hydrocarbons are substances used in printing, fiberglass-reinforced products, glues and veneers. Common aromatics include toluene (toluol), xylene (xylol), coal-tar naphtha, styrene and benzene.

H.47.2.2.4 **Chlorinated Hydrocarbons.** Chlorinated hydrocarbons are commonly used degreasers, dry cleaning agents, rubber solvents and paint strippers found in coatings, resins and tars. Common chemicals in this class include perchloroethylene, methylene chloride, carbon tetrachloride, methyl chloroform and trichloroethylene.

H.47.2.2.5 **Glycols.** Glycols, which are water-soluble solvents used as lubricants, are found in cosmetics, coatings, resins and dyes. Glycol ethers include butyl cellusolve (2-butoxyethanol), cellusolve (2-ethoxyethanol), methyl cellusolve (2-methoxyethanol), and cellusolve acetate (2-ethoxyethyl acetate). Most common glycol ethers are combustible.

H.47.2.2.6 **Esters.** Esters have differing chemical properties depending on their use including methyl formate, ethyl acetate, isopropyl acetate, methyl acetate, secamylacetate, and isoamyl acetate (banana oil).

H.47.2.2.7 **Ethers.** Ethers are ingredients in dyes, resins, waxes, cellulose nitrate and fuels, including ethyl ether, tetrahydrofuran, dioxane and isopropyl ether.

H.47.2.2.8 **Ketones.** Ketones are solvents for dyes, resin and waxes that are used to manufacture plastics, synthetic fibers, explosives, cosmetics and medicines. Some examples of ketones include acetone, methyl ethyl ketone, cyclohexanone and isophorone.

H.47.2.2.9 **Other Solvents.** Other types of solvents include reon, turpentine, dimethylformamide and carbon disulfide.

H.47.3 Solvent Environmental Requirements – The Contractor shall avoid the following hazards when using solvent products during the performance of this contract:

H.47.3.1 Health Hazards

H.47.3.1.1 Bodily Contact – The Contractor shall not use solvent products that irritate or harm the skin, eyes, nose and throat from direct contact with the solvents;

H.47.3.1.2 Inhalation – The Contractor shall not use solvent products that when inhaled causes headaches, nausea, vomiting and dizziness from contact with the solvents; and,

H.47.3.1.3 Ingestion – The Contractor shall not use solvent products that if ingested or exposed to for a period of time cause damage to the brain, liver, kidney, respiratory system and nervous systems.

H.47.4 Physical Hazards

H.47.4.1 Flammable materials are substances that will easily ignite, burn and serve as fuel for a fire. The flash point is the lowest temperature at which a liquid gives off enough vapors which, when mixed with air, can be easily ignited by a spark. The lower the flash point, the greater the risk of fire or explosion.

H.47.4.1 The Contractor shall not use solvent products that are a potential fire hazard or have a low flash point. A solvent is flammable and a serious fire hazard if its flash point is below 37.8C (100F).

H.47.5 Prohibited Solvents

The following solvent products are recognized by the National Institute for Occupational Safety and Health (NIOSH) as carcinogens, ozone-depleting solvents or as reproductive hazards in the workplace and shall not be used:

Benzene	Carbon tetrachloride
Trichloroethylene	1,1,2,2-tetrachloroethane
2-methoxyethanol	2-ethoxyethanol
Methyl chloride	Trichlorotrifluoroethane
Chlorinated Fluorocarbon Compounds	

H.47.6 Packaging Reduced/Recyclable

H.47.6.1 If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.

H.47.6.1 No products shall be delivered in aerosol cans.

H.47.6.1 All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers, or spray bottles.

H.47.7 Product Safety

The Contractor shall be responsible for:

H.47.7.1 Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products.

H.47.7.2 Any spills or leaks that occur during the use or transportation of their products.

H.47.7.3 Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported.

H.47.7.4 Paying the clean up cost for any spills or leaks that occur while they are using or transporting their products.

H.48 LIVING WAGE ACT OF 2006:

The Living Wage Act of 2006 is Title I of the “Way to Work Amendment Act of 2006”, DC Law 16-118, effective June 8, 2006. The Living Wage Act is codified at DC Official Code §§ 2-220.01 through 11.

H.48.1 WAY TO WORK AMENDMENT ACT OF 2006

H.48.1.1 Except as described in H.47.1.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.48.1.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.48.1.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.48.1.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.48.1.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.48.1.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.48.2 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.48.3 The requirements of the Living Wage Act of 2006 do not apply to:

H.48.3.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;

- H.48.3.2 Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - H.48.3.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - H.48.3.4 Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - H.48.3.5 Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - H.48.3.6 An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - H.48.3.7 Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the University of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the University;
 - H.48.3.8 Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501I(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501I(3));
 - H.48.3.9 Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
 - H.48.3.10 Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.
- H.48.4 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of

Section 109 of the Living Wage Act of 2006. The Living Wage Act Notice and Fact Sheet are incorporated herein as Attachment J.1.5.

PART II

SECTION I: CONTRACT CLAUSES

I.1 **APPLICABILITY OF STANDARD CONTRACT PROVISIONS:**

The Standard Contract Provisions For Use with Specifications for University of Columbia Government Construction Projects, January 2007 is incorporated herein.

I.2 **DEPARTMENT OF LABOR WAGE DETERMINATIONS:**

I.2.1 Davis Bacon Wage Rates are applicable. The current prevailing wage determination is **General Decision DC100004, dated 09/23/2011**, incorporated herein.

I.2.3 In accordance with the applicable provisions of 29 CFR, Part 1, Section 1.6 I (3) (IV), if the intent to award letter is not issued within ninety (90) days of proposal opening, all intervening modifications (or new wage decision) are made a part of this contract. The Contractor will be reimbursed this added labor cost.

I.3 **CONFLICT OF INTEREST:**

I.3.1 No official or employee of the University of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract.

I.3.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

I.4 **EQUAL EMPLOYMENT OPPORTUNITY:**

In accordance with the University of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report shall be completed and incorporated with the proposal. The forms can be found at www.ocp.dc.gov under solicitation attachments. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

I.5 **GENERAL REQUIREMENTS:**

A The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an

authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the University or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor/Insurance Company shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the University as an additional insured, shall be primary and non-contributory with any other insurance maintained by the University, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the University or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

If projects hereunder include water operations, the U.S. Longshoremen and Harbor Workers' Compensation Act and Maritime endorsements must be purchased and attached to the policies required above.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the University as additional insured.
 5. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000 in coverage per incident and \$2,000,000 aggregate.
- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the University, and shall carry the required General Liability; and any required

Professional Liability for five (5) years following final acceptance of the work performed under this contract.

- C. **LIABILITY.** These are the required minimum insurance requirements established by the University. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR’S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR’S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the University.
- E. **MEASURE OF PAYMENT.** The University shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in the Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

Sherry Jones-Quashie,
Contracting Officer & Manager Capital Procurement Division
4200 Connecticut Avenue, NW
Washington, DC 20008
Phone: (202) 274-5752
sjones-quashie@udc.edu

The insurance must contain language that includes:

1. University of the University of Columbia, Capital Procurement Division, to Construct the New Student Center.
2. Additional Insured Endorsement naming the University of the District of Columbia as additional insured with respect to work or services performed under the contract.
3. Primary and Noncontributory Coverage – “a. A contractor’s insurance policy shall be primary and noncontributory; and b. No other insurance from any other entity shall apply before the Contractor’s insurance coverage and limits of liability are exhausted.
4. Waiver of Subrogation Endorsement – “a. the policy shall contain a waiver of subrogation endorsement in favor of the University for all claims made against the University, its officers, directs, agents, and employees, except with respect to Workers’ Compensation and Professional Liability.

I.6 DISCRIMINATION CLAUSES:

I.6.1 Anti-Discrimination Clause:

The Contractor:

- I.6.1.1** Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the University Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);
- I.6.1.2** Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;
- I.6.1.3** Shall, along with all subcontractors, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the University of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

I.6.2 Non-Discrimination Clause:

- I.6.2.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the University Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.
- I.6.2.2** Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:
 - I.6.2.2.1** The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
 - I.6.2.2.2** The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
- (b) recruitment, or recruitment advertising;
- (c) demotion, layoff, or termination;
- (d) rates of pay, or other forms of compensation; and
- (e) selection for training and apprenticeship.

I.6.2.2.3 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections **I.6.2.2.1** and **I.6.2.2.2** concerning non-discrimination and affirmative action.

I.6.2.2.4 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection **I.6.2.2.2**.

I.6.2.2.5 The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

I.6.2.2.6 The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

I.6.2.2.7 The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the University adopted by the Director of the Office of Human Rights, or any authorized official.

I.6.2.2.8 The Contractor shall include in every subcontract the equal opportunity clauses, subsections **I.6.2.2.1** through **I.6.2.2.9** of this section, so that such provisions shall be binding upon each subcontractor or vendor.

I.6.2.2.9 The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the University to enter into such litigation to protect the interest of the University.

I.7 **CONTRACTS IN EXCESS OF \$1 MILLION:**

Any contract in excess of \$1,000,000.00 shall not be binding or give rise to any claim or demand against the University until approved by the Council of the University of Columbia, and signed by the CO.

I.8 **DISPUTES:**

I.8.1 All disputes arising under or relating to this contract shall be resolved as provided herein.

I.8.2 Claims by a Contractor against the University.

Claim, as used in this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

I.8.2.1 All claims by a Contractor against the University arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

I.8.2.1.1 A description of the claim and the amount in dispute;

I.8.2.1.2 Any data or other information in support of the claim;

I.8.2.1.3 A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

I.8.2.1.4 The Contractor's request for relief or other action by the CO.

I.8.2.2 The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

I.8.2.3 For any claim of \$50,000.00 or less, the CO shall issue a decision within sixty (60) calendar days from receipt of a written request from a Contractor that a decision is rendered within that period.

- I.8.2.4** For any claim over \$50,000.00, the CO shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
 - I.8.2.5** The CO's written decision shall do the following:
 - I.8.2.5.1** Provide a description of the claim or dispute;
 - I.8.2.5.2** Refer to the pertinent contract terms;
 - I.8.2.5.3** State the factual areas of agreement and disagreement;
 - I.8.2.5.4** State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - I.8.2.5.5** If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - I.8.2.5.6** Indicate that the written document is the CO's final decision; and
 - I.8.2.5.7** Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
 - I.8.2.6** Any failure by the CO to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.
 - I.8.2.6.1** If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the University for an amount equal to the unsupported part of the claim in addition to all costs to the University attributable to the cost of reviewing that part of the Contractor's claim.
 - I.8.2.6.2** Liability under Paragraph I.8.2.6.1 shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
 - I.8.2.7** The decision of the CO shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.
 - I.8.2.8** Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- I.8.3** Claims by the University against a Contractor

- I.8.3.1** Claim as used in Paragraph I.8.3 of this clause, means a written demand or written assertion by the University seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- I.8.3.2** The CO shall decide all claims by the University against a Contractor arising under or relating to a contract.
 - I.8.3.2.1** The CO shall send written notice of the claim to the Contractor. The CO's written decision shall do the following:
 - I.8.3.2.1.1** Provide a description of the claim or dispute;
 - I.8.3.2.1.2** Refer to the pertinent contract terms;
 - I.8.3.2.1.3** State the factual areas of agreement and disagreement;
 - I.8.3.2.1.4** State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - I.8.3.2.1.5** If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - I.8.3.2.1.6** Indicate that the written document is the CO's final decision; and
 - I.8.3.2.1.7** Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
 - I.8.3.3** The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein.
 - I.8.3.4** The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another University agency is specifically authorized to administer, settle, or determine.
 - I.8.3.5** This clause shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- I.8.4** The decision of the CO shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the University as authorized by D.C. Official Code §2-309.04.

- I.8.5** Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.9 CONFIDENTIALITY OF INFORMATION:

The Contractor shall keep all the information obtained relating to any employee or customer of the University in absolute confidence, and shall not use it in connection with any other matters, or disclose it to any other person, firm, or corporation, in accordance with the University and Federal laws governing the confidentiality of records.

I.10 TIME:

Time or performance period, if stated in number of days, shall mean calendar days which includes Saturdays, Sundays, and holidays, unless stated otherwise therein.

I.11 OTHER CONTRACTORS:

The Contractor shall not commit or permit any act that will interfere with the performance of work by another University Contractor or by any University employee.

I.12 INCORPORATION AND ORDER OF PRECEDENCE:

The following documents are incorporated herein by reference and in case of any discrepancy the following Order Of Precedence shall apply: (1) Schedule For Construction, Alteration, Repairs Prices (Section-B), (2) Scope, University Specifications (Attachment J.1.1), Drawings (Section C) and (Attachment J.1.2), (3) Special Contract Requirements (Section H), (4) Contract Clauses (Section I), and (5) Standard Contract Provisions for use with Construction Projects, January 2007 (Attachment J.1.4), (6) General Decision Number: DC100004, dated 09/23/2011 - DC4 (Attachment J.1.3), (7) The Living Wage Act Notice and Fact Sheet (Attachment J.1.5), (8) Certifications and Representation (Section K), (9) Contractor's proposal, and (10) First Source Employment Agreement (Attachment J.2.3), Sections D, E, F, G, L and M.

I.12.1 Within the drawing and specifications, the following order of precedence shall apply:

- I.12.1.1 Change Orders have priority over: Addenda, Drawings and Specifications
- I.12.1.2 Addenda have priority over: Drawings and Specifications. A later dated Addendum has priority over earlier dated Addenda.
- I.12.1.3 Specifications have priority over drawings.
- I.12.1.4 Shown and indicated dimensions have priority over scaled dimensions.
- I.12.1.5 Original scale drawings and details have priority over any other different scale drawings and details.
- I.12.1.6 Larger scale drawings and details have priority over smaller scale drawings and details.

I.13 AUDITS, RECORDS, AND RECORD RETENTION:

- I.13.1** At any time or times before final payment and three (3) years thereafter, the CO may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the University Government and an overpayment is found, the Contractor shall reimburse the University for said overpayment within thirty (30) days after written notification.
- I.13.2** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the University under the contract that results from this solicitation.
- I.13.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- I.13.4** The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, University, or other personnel duly authorized by the CO.
- I.13.5** Persons duly authorized by the CO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- I.13.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- I.13.7** In the event of a conflict between Article 28 of the General Provisions of the Standard Contract Provisions for Construction Projects, January 2007, and the provisions of this clause, the Standard Contract Provisions shall prevail.

I.14 PUBLICITY:

The Contractor shall at all times obtain the prior written approval from the CO before the Contractor, any of its officers, agents, employees or subcontractor, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

I.15 FREEDOM OF INFORMATION ACT:

The University's Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the University to make available for inspection and copying any record produced or collected pursuant

to a University contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA designated in subsection G.8 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the reliability of the records. The University will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

I.16 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA):

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 *et seq.*

I.17 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED:

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 (1983) *et seq.*

I.18 ENVIRONMENTALLY PREFERABLE PAINT PRODUCTS:

I.18.1 Environmentally Preferable Products Goals

I.18.1.1 The University is seeking contractors to provide environmentally preferable and effective paint products that support the University's environmentally preferable purchasing (EPP) contracting initiative.

I.18.1.2 Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

I.18.2 Paint Environmental Requirements

I.18.2.1 The requirements and restrictions contained in this clause shall apply to all architectural and anti-corrosive paints used during the course of this contract.

I.18.2.2 Due to the documented health risks associated with high Volatile Organic Compound (VOCs) levels, the Contractor shall use only paint and paint products

that do not exceed the maximum allowable VOC content in the table below for each type of paint:

Product Type	Type of Paint	VOCs (grams/liter)	VOCs (pounds/gallon)
Category I	Interior		
	Architectural		
	a. Flat	50 g/l	0.42 lb/gal
	b. Non-Flat	150 g/l	1.25 lb/gal
Category II	Exterior		
	Architectural		
	a. Flat	100 g/l	0.83 lb/gal
	b. Non-Flat	200 g/l	1.66 lb/gal
Category III	Anticorrosive		
	a. Flat	250 g/l	2.1 lb/gal
	b. Semi-Gloss	250 g/l	2.1 lb/gal
	c. Gloss	250 g/l	2.1 lb/gal

I.18.3 Prohibited Paint Components

I.18.3.1 Paints often contain inorganic and organo-metallic components used as preservatives, additives and pigments. The following is a list of organic compounds and components prohibited under this contract:

1,1,1 Trichloroethane	Formaldehyde
1,2 Dichlorobenzene	Hexavalent chromium
Acrolein	Isophorone
Acrylonitrile	Lead
Antimony	Mercury
Benzene	Methylene chloride
Butyl benzyl phthalate	Methyl ethyl ketone
Cadmium	Methyl isobutyl ketone
Di (2-ethylhexyl) phthalate	Naphthalene
Dimethyl phthalate	Toluene (Methylbenzene)
Di-n-butyl phthalate	Vinyl Chloride
Ethylbenzene	

I.18.4 Packaging

I.18.4.1 Paint cans and their components shall not be fabricated with lead.

I.18.5 Product Safety

I.18.5.1 A contractor shall be responsible for:

- (a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use of prohibited paint.
- (b) Evacuating and warning individuals that might be affected by any spills or leakages directly traceable to their use of prohibited paint.
- (c) Any spills or leaks that occur during the use or transportation of their products.
- (d) Paying the cleanup cost for any spills or leaks that occur while they are unloading, transporting or otherwise using their products.

I.19 ENVIRONMENTALLY PREFERABLE SOLVENT PRODUCTS:

I.19.1 Environmentally Preferable Products Goals

I.19.1.1 The University is seeking contractors to provide environmentally preferable and effective solvent products that support the University's environmentally preferable purchasing (EPP) contracting initiative.

I.19.1.2 Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

I.19.2 Environmentally Preferable Solvent Products

I.19.2.1 Solvents are fluids or a mixture of fluids capable of dissolving substances to produce compositions for industrial value.

I.19.2.2 Solvent products subject to the requirements of this clause include, but are not limited to, the following classes:

- (a) **Alcohols.** Alcohols are solvents that dissolve substances such as shellacs, vinyls, acrylics, epoxies and silicones.
- (b) **Aliphatic Hydrocarbons.** Aliphatic hydrocarbons are solvents often found in coatings and insecticides. Commonly used as degreasers and solvents for acrylics and epoxies. Common aliphatics include mineral spirits, paint thinner, petroleum distillates, VM&P Naphtha, kerosene, gasoline and heptane (all of which are extremely flammable).
- (c) **Aromatic Hydrocarbons.** Aromatic hydrocarbons are substances used in printing, fiberglass-reinforced products, glues and veneers. Common aromatics include toluene (toluol), xylene (xylol), coal-tar naphtha, styrene and benzene.

- (d) **Chlorinated Hydrocarbons.** Chlorinated hydrocarbons are commonly used degreasers, dry cleaning agents, rubber solvents and paint strippers found in coatings, resins and tars. Common chemicals in this class include perchloroethylene, methylene chloride, carbon tetrachloride, methyl chloroform and trichloroethylene.
- (e) **Glycols.** Glycols, which are water-soluble solvents used as lubricants, are found in cosmetics, coatings, resins and dyes. Glycol ethers include butyl cellusolve (2-butoxyethanol), cellusolve (2-ethoxyethanol), methyl cellusolve (2-methoxyethanol), and cellusolve acetate (2-ethoxyethyl acetate). Most common glycol ethers are combustible.
- (f) **Esters.** Esters have differing chemical properties depending on their use including methyl formate, ethyl acetate, isopropyl acetate, methyl acetate, secamylacetate, and isoamyl acetate (banana oil).
- (g) **Ethers.** Ethers are ingredients in dyes, resins, waxes, cellulose nitrate and fuels, including ethyl ether, tetrahydrofuran, dioxane and isopropyl ether.
- (h) **Ketones.** Ketones are solvents for dyes, resin and waxes that are used to manufacture plastics, synthetic fibers, explosives, cosmetics and medicines. Some examples of ketones include acetone, methyl ethyl ketone, cyclohexanon and isophorone.
- (i) **Other Solvents.** Other types of solvents include freon, turpentine, dimethylformamide and carbon disulfide.

I.19.3 Solvent Environmental Requirements - The Contractor shall avoid the following hazards when using solvent products during the performance of this contract:

I.19.3.1 Health Hazards

- (a) Bodily Contact - The Contractor shall not use solvent products that irritate or harm the skin, eyes, nose and throat from direct contact with the solvents;
- (b) Inhalation – The Contractor shall not use solvent products that when inhaled causes headaches, nausea, vomiting and dizziness from contact with the solvents; and,
- (c) Ingestion – The Contractor shall not use solvent products that if ingested or exposed to for a period of time cause damage to the brain, liver, kidney, respiratory system and nervous systems.

I.19.3.2 Physical Hazards

- (a) Flammable materials are substances that will easily ignite, burn and serve

as fuel for a fire. The flash point is the lowest temperature at which a liquid gives off enough vapors which, when mixed with air, can be easily ignited by a spark. The lower the flash point, the greater the risk of fire or explosion.

- (b) The Contractor shall not use solvent products that are a potential fire hazard or have a low flash point. A solvent is flammable and a serious fire hazard if its flash point is below 37.8C (100F).

I.19.4 Prohibited Solvents

I.19.4.1 The following solvent products are recognized by the National Institute for Occupational Safety and Health (NIOSH) as carcinogens, ozone-depleting solvents or as reproductive hazards in the workplace and shall not be used:

Benzene	Carbon tetrachloride
Trichloroethylene	1,1,2,2-tetrachloroethane
2-methoxyethanol	2-ethoxyethanol
Methyl chloride	Trichlorotrifluoroethane
Chlorinated Fluorocarbon Compounds	

I.19.5 Packaging Reduced/Recyclable

I.19.5.1 If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.

I.19.5.2 No products shall be delivered in aerosol cans.

I.19.5.3 All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers, or spray bottles.

I.19.6 Product Safety

I.19.6.1 The Contractor shall be responsible for:

- (a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products.
- (b) Any spills or leaks that occur during the use or transportation of their products.
- (c) Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported.
- (d) Paying the cleanup cost for any spills or leaks that occur while they are using or transporting their products.

I.20 PROJECT PROGRESS/COORDINATION MEETINGS:

The contractor is required to perform the following activities:

- A. General: Prepare and distribute to each subcontracting entity performing work at the project site, a written memorandum of instructions on required coordination activities, including required notices, reports and attendance at meetings. Prepare similar memorandum for contractors performing work where interfacing of work is required.
- B. Bi-weekly Progress Meetings: In addition to specific pre-installation and coordination meetings for each element of work, hold bi-weekly progress meetings at regularly scheduled times which are convenient for everyone involved. Conduct meetings in a manner which will resolve any project problems, both present and anticipated. Record the meeting minutes and distribute copies to all persons in attendance and to others affected by decisions or actions resulting from each meeting. The meeting minutes shall be distributed in five (5) business days from the conclusion of the meeting and all corrections shall be made and the minutes re-distributed before the next meeting convenes.

I.21 LIVING WAGE ACT OF 2006:

The Living Wage Act of 2006 is Title I of the "Way To Work Amendment Act of 2006", DC Law 16-118, effective June 8, 2006. The Living Wage Act is codified at DC Official Code §§2-220.01 through 11. Living wage act can be found at: www.ocp.dc.gov.

I.21.1 WAY TO WORK AMENDMENT ACT OF 2006

- I.21.1.1** Except as described in I.21.1.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- I.21.1.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- I.21.1.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- I.21.1.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- I.21.1.5** The Contractor shall provide a copy of the Fact Sheet attached as J.1.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.6 in a conspicuous place in its place of business. The Contractor

all include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

I.21.1.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

I.21.1.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

I.21.1.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the University of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the University;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility,

Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

I.21.1.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

PART III

SECTION J - ATTACHMENTS

- J.1.1** Specifications for Construction of the New Student Center for the University of the University of Columbia, Van Ness Campus
- J.1.2** Drawings for Construction of the New Student Center for the University of the University of Columbia, Van Ness Campus
- J.1.3** General Decision Number: DC100004, dated 09/23/2011 - DC4
- J.1.4** Standard Contract Provisions For Use With Specifications for University Government Construction Projects, March 2007
- J.1.5** The Living Wage Act Notice and Fact Sheet

J.2 INCORPORATED ATTACHMENTS

Offerors shall complete and include with their proposals, the following forms located at www.ocp.dc.gov under solicitation attachments:

- J.2.1** E.E.O. Information and Mayor's Order 85-85
- J.2.2** Tax Certification Affidavit
- J.2.3** First Source Employment Agreement

Offeror's shall contact the Department of Small and Local Business Development for the following package:

- J.2.4** DSLBD Certification Package

PART IV

**SECTION K: CERTIFICATIONS, REPRESENTATIONS AND OTHER
STATEMENTS OF OFFERORS**

- K.1 Certification of Eligibility**
- K.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction**
- K.3 Payment to Subcontractor and Suppliers Certification**
- K.4 Subcontracting Plan**
- K.5 Proposal Bond**
- K.6 Certification of Independent Price Determination**
- K.7 Employment Agreement**
- K.8 Certification under “Buy American Act” (applicable to purchase of material and equipment)**
- K.9 Certification as to Type of Business Organization**

ALL OF THE DOCUMENTS ABOVE, MUST BE FILLED OUT COMPLETELY, SIGNED, AND SUBMITTED ALONG WITH YOUR PROPOSAL.

K.5, PROPOSAL BOND - MUST BE EXECUTED AND SUBMITTED ALONG WITH PROPOSAL OTHERWISE YOUR PROPOSAL WILL NOT BE CONSIDERED.

K.1

CERTIFICATION OF ELIGIBILITY

_____, being duly sworn (or
(President or Authorized Official of Offeror)

under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the Company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, University or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, University or state agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining acceptability of Offeror. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Contractor

President or Authorized Official

Date

Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this _____ day of _____

At _____
City and State

Notary Seal

Notary Public

K.2

**CERTIFICATION REGARDING DEBARMENT
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

_____, being duly sworn (or
(President or Authorized Official of Offeror)

under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the Company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, University or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, University or state agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining acceptability of Offeror. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

_____	_____
Contractor	President or Authorized Official
_____	_____
Date	Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this _____ day _____

At _____
City and State

Notary Seal

Notary Public

K.3

PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE

The Contractor, prior to receiving a progress payment, shall submit to the CO, certification that the Contractor has made and will make timely payments to his subcontractor and suppliers per his contractual arrangements with them.

The certification must be accompanied by a list of all subcontractor and suppliers who will receive payment from the invoice and the dollar amount. Payment will not be made until the Prime Contractor submits this information.

Certification shall be made on the following standard form.

To:

Ms. Sherry Jones-Quashie
Contracting Officer & Manager
Capital Procurement Division
4200 Connecticut Avenue, NW
Building 38, Room C01
Washington, D.C. 20008
Telephone: (202) 274-5774

I hereby certify:

I have made and/or will make timely payments to all my subcontractor and suppliers per my contractual arrangements with them.

Contractor/Company Name

Signature of Official

Date

Title

(List each subcontractor that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ 1st, 2nd, 3rd LSDBE Certification Number: _____ Certification Status: <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">SBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table> (check all that apply)			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ 1st, 2nd, 3rd LSDBE Certification Number: _____ Certification Status: <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">SBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table> (check all that apply)			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ 1st, 2nd, 3rd LSDBE Certification Number: _____ Certification Status: <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">SBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table> (check all that apply)			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ 1st, 2nd, 3rd LSDBE Certification Number: _____ Certification Status: <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">SBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table> (check all that apply)			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

K.5

GOVERNMENT OF THE UNIVERSITY OF COLUMBIA

PROPOSAL BOND (See Instructions on 2 nd page)	Date Bond Executed: (Must Not be Later Than Proposal Opening Date)			
PRINCIPAL (Legal Name and Address)	TYPE OF ORGANIZATION ("X")			
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
	STATE OF INCORPORATION			
SURETY(IES) (Name(s) and Address(es))	PENAL SUM OF BOND			5% OF PROPOSAL
	AMOUNT NOT TO EXCEED			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	PROPOSAL IDENTIFICATION			
	PROPOSAL OPENING DATE		INVITATION NO.	
<p>KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the University of Columbia Government, a municipal corporation, hereinafter called "the University", in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the proposal identified above. NOW THEREFORE, if the Principal shall not withdraw said proposal within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance & Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said proposal, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the University the difference between the amount specified in said proposal and the amount for which the University may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the proposal that the Principal may grant to the University, notice of which extension(s) to Surety (ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the proposal.</p> <p>IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this proposal bond and have affixed their seals on the date set forth above.</p>				
PRINCIPAL				
1. SIGNATURE		1. ATTEST		Corporate Seal
Seal				
Name & Title (typed)		Name & Title (typed)		
2. SIGNATURE		2. ATTEST		Corporate Seal
Seal				
Name & Title (typed)		Name & Title (typed)		

CERTIFICATE AS TO CORPORATION

I, _____, certify that I am _____,
Secretary of the Corporation, named as Principal herein, that _____, who signed this bond, on
behalf of the Principal, was then of said Corporation; that I know his signature, and his signature thereto is genuine; that said bond
was duly signed and sealed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its
corporate powers.

Secretary of Corporation

SURETY(IES)

1. Name & Address (typed)	State of Inc.	Liability Limit	Corpor ate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		
1. Name & Address (typed)	State of Inc.	Liability Limit	Corpora te Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		

INSTRUCTIONS

- 1. This form shall be used whenever a proposal guaranty is required in connection with construction, alteration and repair work.**
- 2. Corporations name should appear exactly as it does on Corporate Seal and inserted in the space designated "Principal" on the face of this form. If practicable, bond should be signed by the President or Vice President; if signed by other official, evidence of authority must be furnished. Such evidence should be in the form of an Extract or Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and Corporate Seal affixed thereto. CERTIFICATE AS TO CORPORATION must be executed by Corporate Secretary or Assistant Secretary.**
- 3. Corporations executing the bond as sureties must be among those appearing on the U. S. Treasury Department's List of approved sureties and must be acting within the limitations set forth therein, and shall be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the University of Columbia. The surety shall attach hereto an adequate Power-Of-Attorney for each representative signing the bond.**
- 4. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal", two witnesses must be supplied, and their addresses, under the word "attest". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.**
- 5. Names of all partners must be set out in body of bond form, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.**

K.6

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- A. Each signature of the Offeror is considered to be a certification by the signatory that:
- (a) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a Proposal, or
 - (iii) the methods or factors used to calculate the prices in the Proposal;
 - (b) The prices in this Contract have not been and will not be knowingly disclosed by the Offeror, directly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and
 - (c) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
- B. Each signature on the proposal is considered to be a certification by the signatory that the signatory:
- (a) Is the person in the Offeror's organization responsible for determining the prices being offered in this Proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs A(a) through A(c) above; or
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs A(a) through A(c) above:
-
- (insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subsection B(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs A(a) through A(c) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs A(a) through A(c) above.
- C. If the Offeror deletes or modifies subparagraph A (b) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7

EMPLOYMENT AGREEMENT

For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the University of Columbia in each project's labor force:

at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the University of Columbia registered in programs approved by the University of Columbia Apprenticeship Council.

The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

Date

Authorized Signature

K.8

BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product, and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K.9

TYPE OF BUSINESS ORGANIZATION

The Offeror, by checking the applicable box, represents that

(1) It operates as:

a corporation incorporated under the laws of the State of _____
an individual,
a partnership,
a nonprofit organization, or
a joint venture; or

(2) If the Offeror is a foreign entity, it operates as:

an individual,
a joint venture, or
a corporation registered for business in _____
(Country)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD:

L.1.1 From this solicitation, the University intends to award a single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation, will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in the solicitation considered. From this solicitation, the University issued 80% of the design for construction. The University will attempt to negotiate the remaining 20% with the successful offeror. In the event the parties fail to agree upon a reasonable price, the University reserves the right to terminate discussions and compete for a new General Contractor for the construction of the remaining 20%.

L.1.2 Initial Offers

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 BEST AND FINAL OFFERS:

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the Government's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Offeror selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.3 PRE-PROPOSAL CONFERENCE:

L.3.1 A pre-proposal conference to discuss the contents of this solicitation and other pertinent matters will be held at 10:30 am local time, on October 12, 2011, at the following location:

University of the District of Columbia
Large Board Room
Building 39, Third Floor
4200 Connecticut Avenue, NW
Washington, DC 20008

A site visit is scheduled prior to the pre-proposal conference on October 12, 2011,. All participants should meet at location cited above at 9:00 am.

L.3.2 Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured

and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the Pre-Proposal Conference Attendance Roster at the conference so that proposal attendance can be properly recorded.

L.3.3 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than two (2) working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors who are listed on the official offeror's list as having received a copy of the solicitation. Answers will also be posted on the UDC www.udc.edu and OCP www.ocp.dc.gov websites.

L.3.4 Nothing done or said during the conference shall be considered as altering, modifying, or qualifying the solicitation. Any changes in the solicitation shall be made in writing by the CO.

L.4 PROPOSAL FORM, ORGANIZATION AND CONTENT:

L.4.1 Offerors shall submit **one (1) signed original** and **four (4) copies** of the offer. Proposals shall be typewritten in 12 point font size on 8 ½" by 11" bond paper not to exceed **75** pages (larger illustrations, such as CPM bar charts, may be folded to fit). Telephonic, telegraphic, and facsimile proposals will not be accepted. All items accepted by the District, all pages of the Request for Proposals (RFP), all attachments and all documents containing the Offeror's offer shall constitute the formal contract. Additional information submitted beyond 75 pages will not be considered.

L.4.2 Proposals shall be submitted in two separate parts in two separate three (3) ring binders. Part One - Technical Proposal, Part Two – Price Proposal. Parts One and Two shall be submitted in separate envelopes at the time and place specified in Solicitation. Offerors shall structure their proposals to address the Technical Proposal evaluation subfactors identified in Section M, in substantially the order listed. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. *GF-2011-R-0030, Construction of the New Student Center, University of the District of Columbia, Van Ness Campus.*"

L.4.3 The original offer shall govern if there is a variance between the original offer and the copy submitted by the Offeror. Each Offeror shall return the complete solicitation as its offer.

L.4.4 The District may reject as unacceptable any offer that fails to conform in any material respect to the Request for Proposal.

L.4.5 The District may also reject as unacceptable any offer submitted on forms not included in or required by the solicitation, or if the solicitation package is obtained from any source

other than the District's official source listed below. Offerors shall make no changes to the requirements set forth in the solicitation.

L.5 PART ONE – TECHNICAL PROPOSAL:

L.5.1 Relevant Experience and Past Performance of the General Contractor

L.5.1.1 Similarity of Projects – List up to five (5) projects that the General Contractor or Joint Venture Team has worked on in the last 5 years. Each qualified proposal shall include examples of comparable completed projects. For the purposes of this requirement, projects shall be considered similar in scope if the project is a school, university, office building or multi-purpose center or similar that has achieved LEED certification or higher. The proposal should demonstrate that the construction effort was completed in close proximity to existing structures. In addition, the proposal should identify how the proposed team has successfully managed a new construction project while coordinating with project stakeholder to include municipal leaders, neighborhood advocacy groups and educational institutions. Projects submitted must be the similar in square footage of at least 50,000 sq ft or greater, with dollar value \$30 Million or greater. For the purpose of this requirement, “similar projects” does not include churches, manufacturing plants, storage facilities or similar facilities. The Offeror shall provide the following information for each project:

- L.5.1.2.1 Name and location of the similar project;
- L.5.1.2.2 Contact person name and telephone number;
- L.5.1.2.3 Description of the work performed by the Offeror; including comparisons to the work of this solicitation and constraints on performance of the work;
- L.5.1.2.4 Time period of the construction;
- L.5.1.2.5 Completed size in SF;
- L.5.1.2.6 Award and final construction cost (provide actual figures for completed projects). Address items such as timeliness of completion of project and cost control; and whether the project was delivered on-time and on-budget.
- L.5.1.2.6 Previously completed projects should only include new construction effort completed in an urban setting.

L.6.1 Project Management Plan

L.6.1.2 Timeliness of Performance - Offeror shall describe how the company adhered to contract delivery schedules and milestones on similar referenced projects. In addition, the Offeror shall address how responsive they were to unforeseen conditions and changes. Each Team must develop a list of what they consider to be the project's major obstacles and a proposed solution for each. Submitted solutions should clearly list how the proposed Team is uniquely qualified to implement proposed solutions. The submitted materials should also identify how the proposed solution will benefit the University.

L.6.1.3 CPM Schedule - The Offeror shall provide a CPM schedule with durations and logic, representative of the identified project challenges. This information should include; at a minimum, the proposed start of site preparation activities; procurement of all major

trades, manufacturing, delivery and erection of structural elements; anticipated building enclosure; delivery and installation of major mechanical elements; installation of interior finish materials; proposed date of substantial completion project closeout. The plan should demonstrate that the Offerer understands the project and has a workable plan and methodology to deliver the project with the stated timeframe. The plan and schedule should be satisfactorily complete, practical, comprehensive and achievable.

L.6.1.4 Risk Mitigation Plan – Identify the potential major project risks that you foresee on the project. Submit a detailed project specific Risk Mitigation plan for how you plan to diminish the risks identified.

L.7.1 **General Contractor or Joint Venture Team Members Key Personnel**

Offeror shall provide resumes of the following key personnel for the project: Project Manager, Superintendent, MEP Coordinator, Quality Control Manager and Project Fiscal Controls Manage. Indicate whether the key personnel have worked together on similar type projects.

L.7.1.2 Proposals shall include professional resumes for key project team personnel and provide detail descriptions of the responsibilities assigned to each of the proposed project Team members. The proposal shall clearly identify how the skills and expertise of each Team member will be used to address the identified project responsibilities.

L.7.1.3 Offeror shall include an organizational chart showing the names and positions of Offeror’s proposed teams who will provide or contribute to the project to be performed under the contract, including at a minimum the positions listed in L.7.1. In addition, offerors shall submit two company references.

L.7.1.4 A proposed matrix clearly identifying the monthly capacity (hours) of each key Team member and the percentage of the time to be dedicated to the University’s project e.g., “Tom Adams, availability 100% time dedicated”.

L.6 PART TWO – PRICE PROPOSAL:

L.6.1 Table of Contents

L.6.2 Pages 3 through 4 of the solicitation

L.6.3 Attachments J.2.1., J.2.2 and J.2.3

L.6.4 Original Executed Proposal Bond (Section K)

L.6.5 Representations and Certifications (Part IV-Section K) completed and executed in accordance with the instructions included therewith.

L.7 ORAL PRESENTATIONS:

L.7.1 At the District’s option, Offerors considered to be responsive may be requested to provide a single oral presentation at the time and place specified by the District. Presentations shall be limited to 45 minutes plus a 15 minute question and answer period. Proposed key personnel

may be requested to make the Oral Presentation. Offerors will receive a 24 hour notice if an oral presentation is required.

L.7.2 Oral presentations will allow Offerors to present the material submitted in their Part One Technical Proposals, and to answer questions by the Technical Evaluation Committee. Offerors deemed to meet the minimum project requirements and determined to be in the competitive range will be notified of the exact time and location for these presentations if required.

L.8 PROPOSAL SUBMISSION DATE AND TIME – PROPOSAL CLOSING:

Proposals must be submitted no later than **2:00 p.m. local time on October 20, 2011.**

L.9 WITHDRAWAL OR MODIFICATION OF PROPOSALS:

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the exact time set for closing of the solicitation.

L.10 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS:

L.10.1 Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.10.1.1 The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of proposals; or

L.10.1.2 The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.10.2 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.10.3 Late Submissions

A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.10.7 Late Proposals

A late proposal, late modification or late withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.10.8 Late Modifications

A late modification of a successful proposal that makes its terms more favorable to the District shall be considered at any time it is received and may be accepted.

L.11 HAND DELIVERY OR MAILING OF PROPOSALS:

Capital Procurement Division
4200 Connecticut Avenue, NW
Building 38 Room C01
Washington, DC. 20008

L.12 SUBMISSION OF SUBCONTRACTING PLAN

L.21.1 Any prime contractor responding to this solicitation shall submit with its offer, a notarized statement detailing its final subcontracting plan. This plan shall meet the requirements described under Section M.19 of this solicitation. A certified CBE prime who plans not to subcontract any portion of the contract work shall still submit such a plan stating so in writing.

L.12.2 A Contractor cannot make any changes to its subcontracting plan without prior written approval by the CO. The approved plan will be incorporated into and become part of the contract.

L.13 FAILURE TO SUBMIT OFFERS:

Recipients of this solicitation not responding with a proposal should not return this solicitation. Instead, they should advise the Capital Procurement Division, 4200 Connecticut Avenue, NW, Washington, DC 20008, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO, of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit a proposal and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.14 PROPOSAL PROTESTS:

In accordance with 8 DCMR Section 3066, all protests by interested parties including any actual or prospective Bidder or Contractor who is aggrieved in connection with the solicitation or award of a contract shall be filed in writing to the Contracting Officer (CO) within seven (7) working

days after the protestor knew or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. The University will not consider protests filed after seven (7) working days. The CO will issue a written decision on the protest within ten (10) working days after receipt of the protest. The protestor may appeal the written decision of the CO within ten (10) working days after receipt of the written decision to the University's Contracts Review Committee (CRC). The CRC shall issue a written decision within thirty (30) calendar days after receipt of the appeal. Any failure by the CRC to issue a written decision within the thirty (30) calendar days shall constitute a denial of the protest and shall authorize the contractor to appeal the protest to the D.C. Contract Appeals Board (Board). In order for the Board to consider the appeal, the protestor shall file the appeal within ten (10) working days after the protestor receives a written decision from the CRC. The contractor shall exhaust all administrative review procedures provided herewith fully and properly before appealing to the Board. The Board shall have exclusive jurisdiction to hear and decide protests and appeals from written decisions of the CRC. The Board is located at 717 - 14th Street, N.W., Suite 430, Washington, D.C. 20004.

L.14.1 The CO shall provide a debriefing for any unsuccessful offeror that submits a written request for a debriefing unless the President determines that to do so is not in the best interest of the University. The contractor must submit a written request to the CO no later than (3) days after contract award.

L.15 SIGNING OF PROPOSALS:

L.15.1 The Contractor shall sign the proposal and print or type its name on the proposal form in the attached Proposal Form Package. Each proposal must show a full business address and telephone number of the Offeror and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

L.15.2 All correspondence concerning the proposal or resulting contract will be mailed to the address shown on the proposal in the absence of written instructions from the Offeror or Contractor to the contrary. Any proposal submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any proposal submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Offerors shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a proposal rejection.

L.16 ACKNOWLEDGMENT OF AMENDMENTS:

The Offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in item 21 of page 2 (Solicitation, Offer, Award Form) of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of proposals. Offeror's failure to acknowledge an amendment may result in rejection of the offer. All amendments to the solicitation will be posted on the UDC (www.udc.edu) & OCP (www.ocp.dc.gov) web sites.

L.17 ACCEPTABLE PROPOSAL GUARANTEES:

L.17.1 A proposal guarantee in the amount of 5% of the proposal price is required with proposals over \$100,000.00. If an Offeror fails to provide the required proposal guarantee, such failure will require rejection of the proposal.

L.17.2 Types of guarantees acceptable to the District of Columbia:

- L.17.2.1 A bond provided by a surety in accordance with 8 DCMR Chapter 3047.
- L.17.2.2 A certified check or irrevocable letter of credit issued by an insured financial institution in the equivalent amount of the security; or
- L.17.2.3 United States government securities that are assigned to the District which pledge the full faith and credit of the United States.

L.18 ACCEPTANCE PERIOD:

The Offeror agrees that its proposal remains valid for a period of 120 calendar days from the solicitation closing date or as amended. However, if for administrative reasons, the District is unable to make an award within this time period, the CO will request the Contractor and his/her surety to extend the proposal bond for an additional 120 days.

L.19 LEGAL STATUS OF OFFEROR:

- L.19.1 Each proposal must provide the following information:
- L.19.2 Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Offeror;
- L.19.3 District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the proposal shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;
- L.19.4 If the Offeror is a partnership or joint venture, names of general partners or joint ventures and copies of any joint venture or teaming agreements; and
- L.19.5 The District reserves the right to request additional information regarding the Offeror's organizational status.

L.20 LOCAL OPERATING FACILITIES:

The Contractor shall provide and maintain its own operating quarters. Such quarters shall be of sufficient size and capacity and have the necessary facilities to adequately carry out the work to be performed under the contract.

LOCAL ADDRESS

LOCAL TELEPHONE NUMBER/FAX

CELLULAR NUMBER

EMERGENCY NUMBER

EMERGENCY CONTACT PERSON

L.21 SOLICITATION INFORMATION:

For information concerning this solicitation, please contact:

Caseeda Moody
Contract Specialist
Capital Procurement Division
Building 38, Room C01
Washington, DC 20008
202 274-5774
cmoody@udc.edu

L.22 TITLE OF CORRESPONDENCE:

All contractual correspondence shall be directed to:

Sherry Jones-Quashie
Contracting Officer & Manager
Capital Procurement Division
4200 Connecticut Avenue, NW
Building 38, Room C01
Washington, D.C. 20008
Telephone: (202) 274-5752

L.23 PROPOSAL DOCUMENTS:

- L.23.1 Persons who obtain proposal materials from anyone other than the District's official source, which is Capital Procurement Division, Building 38, Room C01, Washington, DC 20008, are hereby notified that any addenda/amendments issued under this solicitation, and not acknowledged by an Offeror could affect the proposal amount and/or responsiveness determinations.
- L.23.2 The District assumes no responsibility for furnishing any addenda/ amendments to anyone who obtains proposal materials through other than the official channels.
- L.23.3 Amendments/Addenda to proposal documents and proposal material are available from the issuing office.

L.24 EXAMINATION OF PROPOSAL DOCUMENTS AND SITE OF WORK:

Offeror's will be held to have:

L.24.1 Checked all measurements and visible features which would in any manner affect the work to be performed.

L.24.2 Verified conditions at the site.

L.25 PAYMENT AND PERFORMANCE BONDS:

Article 12, Sections B and C of the Standard Contract Provisions for Construction Contracts, January 2007, is amended to incorporate the provisions of the District of Columbia Procurement Practices Act of 1985, D.C. Official Code § 2-305.04(b), and 8 DCMR § 3049, which require payment bonds to be in an amount not less than 50% of the amount payable by the terms of the contract and performance bonds to be in an amount not less than 100% of the amount payable by the terms of the contract.

L.26 STANDARDS OF RESPONSIBILITY:

L.26.1 Pursuant to 8 DCMR, 3057 (a) through (g), the prospective Contractor shall submit the following documentation, within ten (10) days of the request by the District, in order to be determined responsible:

L.26.1.1 Evidence of financial resources adequate to perform the Contract, or ability to obtain them;

L.26.1.2 Evidence of ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

L.26.1.3 A satisfactory performance record;

L.26.1.4 A satisfactory record of integrity and business ethics;

L.26.1.5 The necessary organization, experience, accounting and operational controls and technical skills, or the ability to obtain them;

L.26.1.6 Compliance with the applicable District licensing and tax laws and regulations;

L.26.1.7 The necessary production, construction and technical equipment and facilities or the ability to obtain them, and

L.26.1.8 Other qualifications and eligibility criteria necessary to receive an award under the applicable laws and regulations.

L.26.2 If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be non-responsible.

L.27 QUALIFICATIONS OF OFFEROR:

The District may make such investigations as it deems necessary to determine the ability of the Offeror to perform the work; the Offeror shall furnish to the District all such information and data requested by the District. The District reserves the right to reject any proposal if the evidence submitted by, or investigation of such Offeror fails to satisfy the District that the Offeror is qualified to carry out the contract and to complete the work. Conditional proposals will not be accepted.

L.28 EXPLANATION TO PROSPECTIVE OFFERORS:

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing via email to cmoody@udc.edu by COB on Friday, October 14, 2011. The District will not consider any questions received after October 24, 2008. Interpretations or clarifications considered necessary by the Contracting Officer will be issued by Amendment(s) to all parties recorded by the District as having received the solicitation. Only responses to solicitation clarification requests issued in Amendments will be binding. Oral explanations or instructions given before the award of the contract will not be binding.

L.29 RESTRICTION ON DISCLOSURE AND USE OF DATA:

L.29.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

L.29.2 If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.29.3 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.30 SIGNING OF OFFERS:

The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.31 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.32 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Offerors.

L.33 PROPOSAL COSTS

The District is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.34 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS:

In addition to other proposal submission requirements, the Offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.35 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L-36 PRE-AWARD SITE VISIT

District reserves the right for a survey team to visit the Offeror's facilities for the purpose of determining the technical and financial ability to perform. Offeror's shall make a current audited financial statement and other data pertinent to this purpose available at the time the team conducts the site visit.

L.37 PRE-CONSTRUCTION CONFERENCE:

A pre-construction conference with the awardee is required. The conference will be scheduled within 10 calendar days after the date of contract award. The Contractor will be notified of the exact date and time. The conference will be held at the following address:

Capital Construction Division
4200 Connecticut Avenue, NW
Room C01
Washington, D.C. 20008

PART V

SECTION M - EVALUATION PREFERENCE POINTS

M.1 EVALUATION FOR AWARD

M.1.1 The contract will be awarded to the responsible offeror whose offer is most advantageous to the University, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the University in making an intelligent award decision based upon the evaluation criteria.

M. 2 EVALUATION CRITERIA

M.2.1 The University shall evaluate the initial submissions and any subsequent best and final offers in accordance with the provisions of this **Section M** and the University's Procurement Regulations.

M.2.1.1 Evaluation Committee

Each submission shall be evaluated in accordance with this **Section M** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the CO. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the CO shall select the Offeror whose submissions are determined by the CO to be the most advantageous to the University.

M.3 PROPOSAL EVALUATION

M.3.1 Each proposal will be scored on a scale of 1 to 100 points based upon the criteria listed in the following parts of section M.3. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section M.4** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112. The total evaluation score will guide the CO in the determination of most advantageous to the University. Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

Volume 1 - Technical Capability Information

Total 80 Points

Factor 1 - Relevant Experience and Past Performance (35 points)

The University desires to engage a General Contractor with the experience necessary to perform the scope of work set forth in Section C of this RFP. Offerors will be evaluated based on their demonstrated experience (as required in section L.5.1.1. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or

joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to thirty-five (35) points.

Sub-factor 1 – Similar projects in the last five years (15 points)

Sub-factor 2 – Achieved LEED Certification (10 points)

Factor 2 - Project Management Plan (25 points)

Each offeror should prepare a delivery schedule that shows how the Offeror intends to complete all project tasks in a timely manner and meet the September 1, 2012 substantial completion/occupancy timeframe. The schedule should be prepared using a critical path method and should show key logic ties and activity durations. The schedule should demonstrate that the Offeror understands the project and has a workable method to deliver the project within the stated timeframe. The schedule should be reasonable and how the offeror will satisfactorily complete the project, practicable, comprehensive and achievable. The schedule should also show sufficient level of detail so as to demonstrate that the Offeror is familiar with the key issues related to the Project. This element of the evaluation is worth twenty five (25) points.

Sub-factor 1- Timeliness of Performance (5 points)

Sub-factor 2 – CMP Schedule (10 points)

Sub-factor 3 - Risk Mitigation Plan (10 points)

Factor 3- General Contractor or Joint Venture Key Personnel (20 points)

The University desires that personnel be assigned to these projects that have experience in completing construction projects on-time and on-budget. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element. This element of the evaluation will be worth up to twenty (20) points.

Sub-factor 1- Professional Resumes (10 points)

Sub-factor 2 – Organizational Chart (5 points)

Sub-factor 3 – Responsibility Matrix (5 points)

Factor 4 - Volume 2 - Price Proposal Evaluation

The price proposal evaluation will be objective. The Offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

$$\frac{\text{Lowest price proposal} \times 30}{\text{Price of proposal being evaluated}} = \text{Evaluated price score}$$

M.3.2.2 Preference Points (12 Points)

The maximum preference points a Contractor can receive is 12. The preference points will be added to the Contractor evaluation score.

M.3.2.3 Total Points

The total points awarded under the solicitation are 112.

M.4 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating bids from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.4.1. APPLICATION OF PREFERENCES

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors as follows:

M.4.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).

M.4.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.

M.4.1.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.

M.4.1.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.

M.4.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.

M.4.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.

M.4.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a

two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.

M.4.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

M.5.1 MAXIMUM PREFERENCE AWARDED

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.6.1 PREFERENCES FOR CERTIFIED JOINT VENTURES

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.7.1 VENDOR SUBMISSION FOR PREFERENCES

M.7.1.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD or SLBOC, as appropriate, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

M.7.1.2.1 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

M.7.1.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.8.1 Mandatory Subcontracting Requirement

35% of the dollar value of this entire construction contract award amount shall be subcontracted to certified SBE's under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", as amended.

M.8.2 LBE, SBE, or DBE Prime Contractor Performance Requirements

If an LBE, SBE, or DBE is selected as a prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, that LBE, SBE, or DBE prime contractor shall perform at least 35% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if it subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods, and supplies, shall be with LBEs, SBEs, or DBEs.

M.8.3 Prime Contractor Performance Requirements Applicable to Joint Ventures

M.8.3.1 If a certified joint venture is selected as a prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, the LBE, SBE, or DBE partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods, and supplies, shall be with LBEs, SBEs, or DBEs.

M.8.3.2 If the total of the contracting effort, excluding the cost of materials, good, and supplies, proposed to be performed by the LBE, SBE, or DBE is less than the amount required by the preceding paragraph, then the LBE, SBE, or DBE shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.9.1 Performance Requirement for Contracts of \$1 Million or Less

If this is a construction contract of \$1 million or less for which an LBE, SBE, or DBE is selected as prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, the LBE, SBE, or DBE prime contractor shall perform at least 50% of the on-site work with its own work force.

M.9.10 Subcontracting Plan

M.9.10.1 Any prime contractor responding to this solicitation shall submit with its proposal, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

M.9.10.1.1 A description of the goods and services to be provided by the SBEs, or if insufficient qualified SBEs, then by SBEs, LBEs, or DBEs;

M.9.10.1.2 A statement of the dollar value, by type of business enterprise, of the proposal or proposal that pertains to the subcontracts to be performed by the SBEs, or if insufficient qualified SBEs, then by the SBEs, LBEs, or DBEs;

M.9.10.1.3 The names and addresses of all proposed subcontractors who are SBEs, or if insufficient qualified SBEs, then who are SBEs, LBEs, or DBEs;

- M.9.10.1.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.9.10.1.5 A description of the efforts the prime contractor will make to ensure that SBEs, or if insufficient SBEs, then SBEs, LBEs, or DBEs, will have an equitable opportunity to compete for subcontracts;
- M.9.10.1.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the CO, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.9.10.1.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the CO, and submit periodic reports, as requested by the CO, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.9.10.1.8 List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- M.9.10.1.9 A description of the prime contractor's recent effort to locate SBEs, or if insufficient SBEs, then SBEs, LBEs, or DBEs and to award subcontracts to them.

M.11.1 Enforcement and Penalties for Willful Breach of Subcontracting Plan

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.